

## **COMMISSIONERS' ORDER NO. ORD-xxx-23**

### **AN ORDER AMENDING THE RULES OF PROCEDURE FOR THE CITY OF COVINGTON BOARD OF COMMISSION MEETINGS.**

\* \* \* \*

WHEREAS, pursuant to Commissioner's Order No. ORD-04-21, providing rules and guidelines for City Commission meetings is a best practice, and the desire is to provide a method of providing fair, open, transparent, efficient and an orderly manner to conduct public meetings.

NOW THEREFORE,  
BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF  
COVINGTON, KENTON COUNTY, KENTUCKY:

#### Section 1

That the Board of Commissioners hereby amends Rule 4 and Rule 9 Subsection 5 as follows:

#### **Rule 4. ORDER OF THE AGENDA (Legislative Meeting).**

- (1) Call to Order
- (2) Moment of silence
- (3) Pledge of Allegiance
- (4) Roll call of attendance
- (5) Reading of minutes
- (6) Honorary Resolutions and Celebratory Orders
- (7) Public Comments
- (8) Presentations
- (9) City Manager's Report
- (10) New Business: Consent Agenda
- (11) New Business: Orders and Resolutions except Honorary Resolutions and Celebratory Orders
- (12) New Business: First Reading of Ordinances
- (13) Old business: 2nd Reading of Ordinances
- (14) Commission Discussion
- (15) Commissioners' comments.
- (16) Mayor comments.
- (17) Adjournment.

#### **Rule 9. CAUCUS MEETINGS.**

- (5) Members of the commission may propose items for consideration at the caucus meeting by directing a request to the city manager by noon (12:00

p.m.) on the Wednesday before the caucus meeting or by raising the item during the "Commission Discussion" order of business.

Section 2

That this order shall take effect and be in full force when passed and recorded according to law.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Passed: \_\_\_\_\_

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

Dec 22

Jan 6 & 27

Feb 10 & 24

Mar 10 & 24

Apr 7 & 21

May 5 & 26

June 9 & 30

July 21

Aug 4 & 25

Sept 8 & 22

Oct 6

Nov 3 & 17

Dec 1

Caucus Meeting Date	December 12, 2023
Legislative Meeting Date	December 19, 2023
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Legal	David Davidson	

Specific Nature of Request
An Order authorizing Duke Energy to investigate placement of proposed installation of new and improved natural gas facilities near Fifth and Philadelphia at location One in the attached picture.

Description of Request Including Background Information if Relevant
Duke Energy has responded to comments from Commission in August when this proposed installation was first presented to Commission. The installation could be located at either location in the attached picture. Staff recommends location number One as it is across Philadelphia from the driveway to a parking lot while location number Two is at the end of 6th Street. Duke needs to know the preferred location to find what other installations might be underground near there (water, sanitation, etc.) in order to develop a final plan for the installation. This investigation would include drilling holes in the area to find what is underground. This is not authorization of final plans, but a step in the process to creating final plans that would be submitted to Commission in the future.

Company/Entity (if multiple, list all)
Duke Energy

Value/Cost	Budgeted - Yes: <input type="radio"/> No: <input type="radio"/>
N/A	

Funding Source Including Account No.
N/A

Payment Terms
N/A

Contract/Backup Docs Attached?	Yes
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Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

<b>SIGNING ORDER</b>	
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
<i>David E. Minter</i>	12/14/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
<i>Steve Webb</i>	12/14/23
3. CITY MANAGER	DATE
<i>[Signature]</i>	12/16/23

<p><b>ADDITIONAL AIR FORM SUBMISSION INFORMATION:</b></p> <p>Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.</p> <p>For an Order <b>authorizing an expenditure or obligation of funds</b>, you MUST complete the following:</p> <p><b>Value/Cost</b> - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.</p> <p><b>Funding Source</b> - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"</p> <p><b>Payment Terms</b> - The payment terms</p> <p>If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued:"</p> <p>For an Order <b>approving a contract</b>, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.</p> <p>Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.</p> <p>For the approval of a <b>new or amended Ordinance or Resolution</b>, you MUST attach a full and complete copy of the property formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.</p> <p>For an Order appointing a new employee, you MUST attach a copy of the resume.</p> <p>For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.</p> <p>If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.</p> <p>This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)</p>
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Marine Corps Officer  
Programs Cincinnati

AtWork Personnel

Philadelphia St

1

Philadelphia St

Mexican Restaurante y  
Taqueria El Valle Verde  
Mexican

Piper's Ice Cream Bar  
Temporarily closed

2

Philadelphia St

W 6th St



# Duke Energy & City of Covington

Gas improvement projects that allow Duke to continue to provide safe and reliable gas services to the community.



# 5<sup>th</sup> Street and Philadelphia Street

Current regulator station. It will be removed when we upgrade this regulator station. We are unable to replace it in the same location without taking everyone out of gas service.

Duke is updating these regulator stations in the Ohio and Kentucky areas to meet current standards.





# 5<sup>th</sup> Street and Philadelphia Street

New Timeline    Finalize plan and acquired Easement- 2024  
Projected construction- 2025

Original 2022 project was all within dedicated Road Right of Way but was postponed and redesigned due to unknown underground facilities in the pipeline route.

2023 plan was rejected due to esthetics.



# 5<sup>th</sup> Street and Philadelphia Street

## 2023 Rejected Plan

2 Green boxes- Regulator and Relief with 6 Bollards & Landscaping





# 5<sup>th</sup> Street and Philadelphia Street

## New Proposed 2024-2025 Plan

- No Bollards
- 2 Underground vaults (Regulator and Relief)
  - 2 Vent stacks (8 inch and 2 inch )
  - Landscaping to screen for vents stacks
  - New area reduces traffic flow impact
- Typical construction timeline 8-12 weeks (will work with the City for best timing)



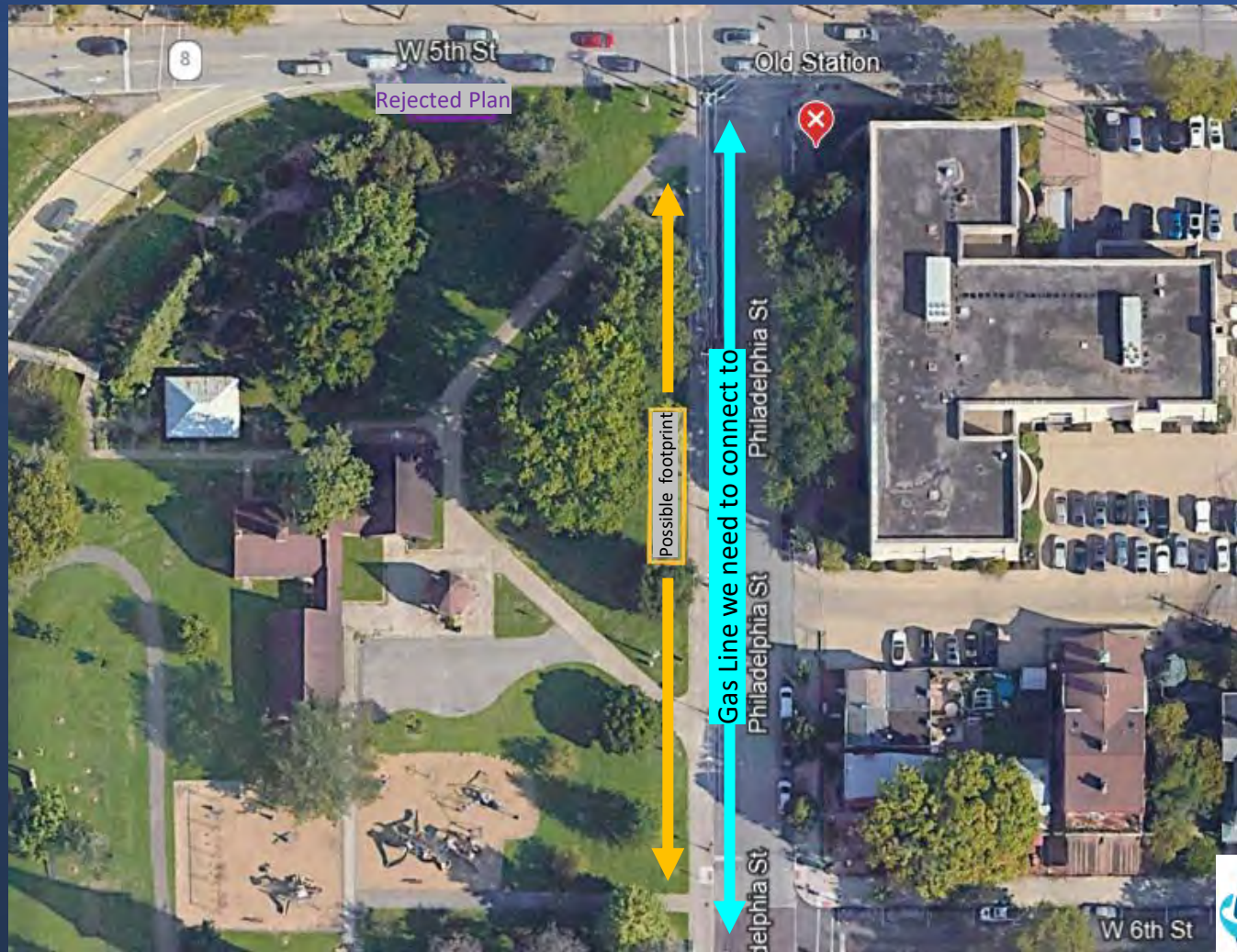


# 5<sup>th</sup> Street and Philadelphia Street

## New Proposed Plan

Yellow box can be shifted North or South on Philadelphia St.

New vaults would need to be positioned in between 5<sup>th</sup> street and W 6<sup>th</sup> St





# 5<sup>th</sup> Street and Philadelphia Street

Permanent footprint would be approximately 15 ft x 70 ft right off the sidewalk.

Would require approximately 40' beyond the site for temporary workspace around the site.

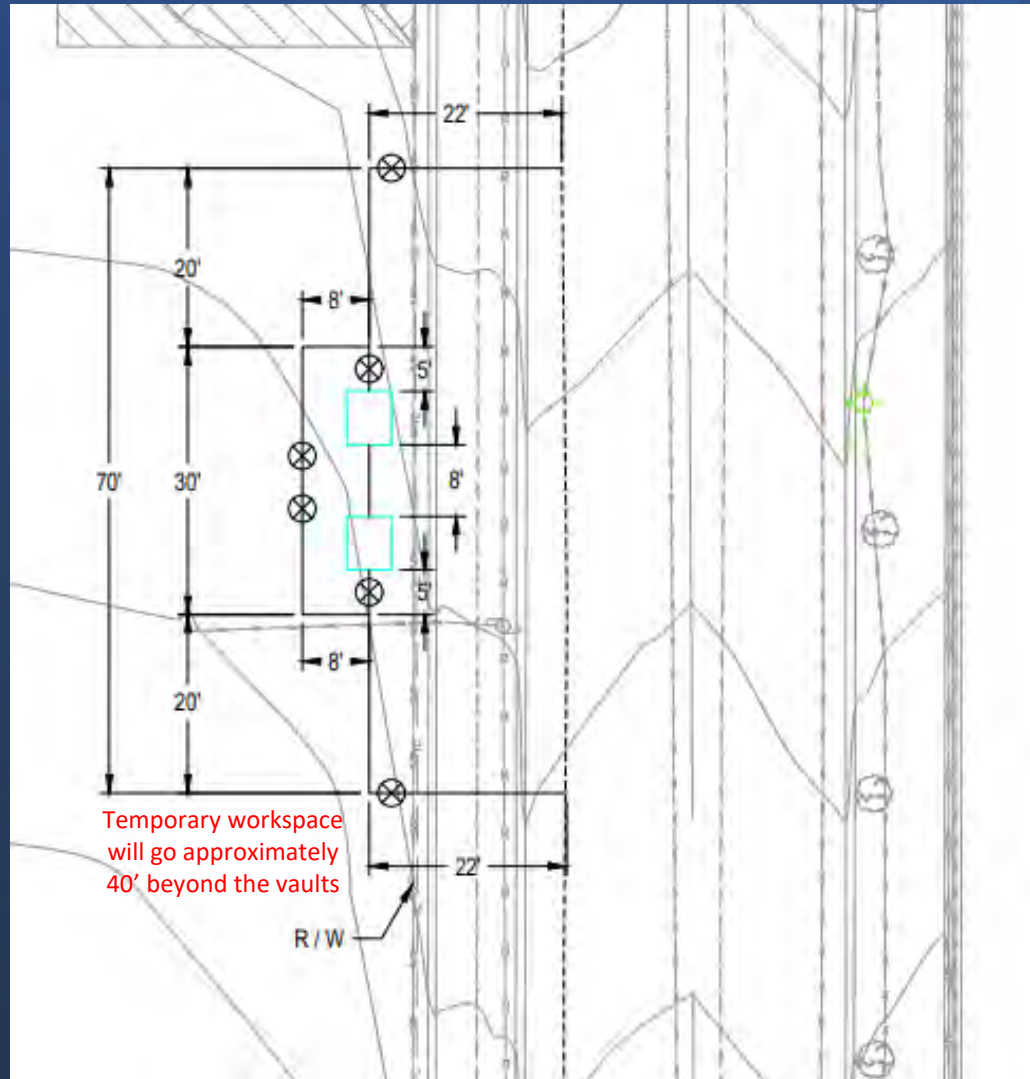
Position to ensure minimal impacts to vegetation.



# 5<sup>th</sup> Street and Philadelphia Street

Footprint would be approximately 15 ft x 70 ft right off the sidewalk.

\*Rough Plan Sheet\*

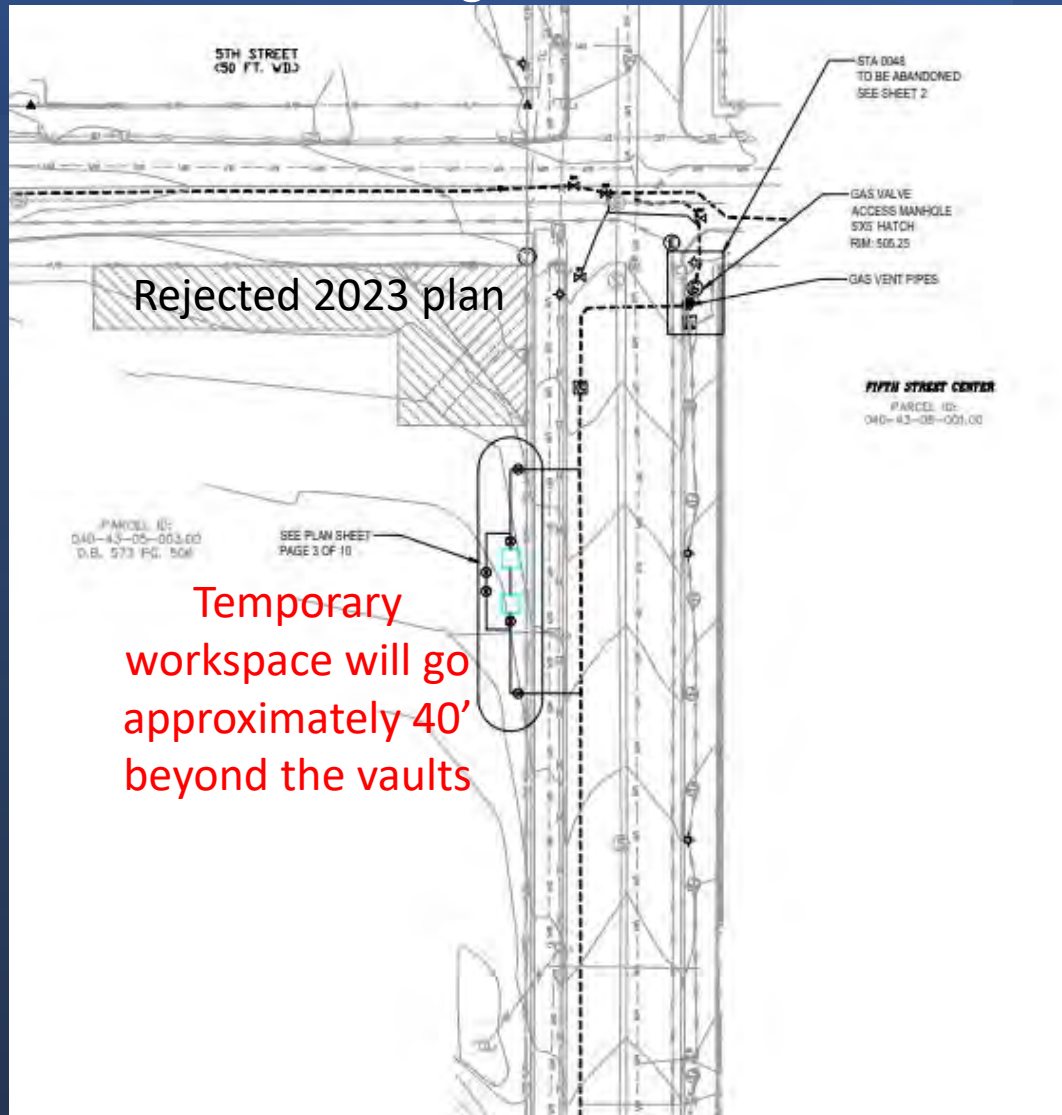




# 5<sup>th</sup> Street and Philadelphia Street

Footprint would be approximately 15 ft x 70 ft right off the sidewalk.

*\*Rough Site Plan\**



# DUKE PROCESS

**AFTER WE HAVE A MUTUALLY AGREED UPON  
LOCATION. DUKE WILL RE-DESIGN A NEW  
FOOTPRINT.**

Easement Proposal  
Compensation agreement

(Additional \$5,000 will be provided for upgrades to landscaping for screening)

Compensation check will then be order & delivered.

Contact information and questions:

Jessica Cramer

937.902.3042

[Jessica.cramer@percheronllc.com](mailto:Jessica.cramer@percheronllc.com)





## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

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Jan 6 &amp; 27

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Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/2023

Order <input type="checkbox"/>	Ordinance <input checked="" type="checkbox"/>	Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>
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Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Legal Department		Sheree E. Weichold

Specific Nature of Request
AN ORDINANCE AMENDING SECTION 33.06 OF THE COVINGTON CODE OF ORDINANCES, REGARDING THE REPAYMENT OF TRAINING COST FOR THE POLICE DEPARTMENT.

Description of Request Including Background Information if Relevant
Kentucky Revised Statute § (KRS) 70.290 was amended by 2023 Senate Bill 101 to increase the time period for reimbursement of training cost for newly hired peace officers, from three to five years. The provisions of KRS § 70.290 were adopted by the City of Covington and codified in Section 33.06 of the Covington Code of Ordinance. Covington Code of Ordinances Section 33.06 requires amending to adopt the changes contained within 2023 Senate Bill 101.

Company/Entity (if multiple, list all)

Value/Cost	Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>

Funding Source (Fund Name & Account No.)

Payment Terms

Contract/Backup Docs Attached?

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

**SIGNING ORDER**

	12/4/23
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/11/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/16/23
3. CITY MANAGER	DATE

**ADDITIONAL AIR FORM SUBMISSION INFORMATION:**

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

For an Order **authorizing an expenditure or obligation of funds**, you MUST complete the following:**Value/Cost** - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.**Funding Source** - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"**Payment Terms** - The payment terms

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For an Order **approving a contract**, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.

Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.

For the approval of a **new or amended Ordinance or Resolution**, you MUST attach a full and complete copy of the properly formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.

For an Order appointing a new employee, you MUST attach a copy of the resume.

For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.

If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.

This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)

**COMMISSIONERS' ORDINANCE NO. O-xx-\_\_\_\_\_**

AN ORDINANCE AMENDING SECTION 33.06 OF THE COVINGTON CODE OF ORDINANCES, REGARDING THE REPAYMENT OF TRAINING COST FOR THE POLICE DEPARTMENT.

\* \* \* \*

WHEREAS, Kentucky Revised Statute § (KRS) 70.290 was amended by 2023 Senate Bill 101 to increase the time period for reimbursement of training cost for newly hired peace officers, from three to five years; and

WHEREAS, The provisions of KRS § 70.290 were adopted by the City of Covington and codified in Section 33.06 of the Covington Code of Ordinance.

WHEREAS, Covington Code of Ordinances Section 33.06 requires amending to adopt the changes contained within 2023 Senate Bill 101.

NOW THEREFORE,  
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY  
OF COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

Section 33.06 of the Covington Code of Ordinances is amended to read as follows:

**§ 33.06 REPAYMENT OF TRAINING COSTS.**

All Police and Fire Department appointees, as a condition of their appointment, must agree to reimburse the city for their training expenses if they leave the city within [~~three years~~] **the applicable time period** after their appointment date, **as set forth below**, and become employed by another governmental unit or entity as a member of the same service for which they were trained by the city.

(A) For Police and Fire Department appointments made prior to September 1, 2021, reimbursement will be required according to the following schedule:

- (1) If they remain with the city for more than three years after the date of employment, there shall be no obligation of repayment;
- (2) If they leave the city after the second anniversary date of their employment, but prior to their third year, they shall reimburse the city \$1,500;
- (3) If they leave the city after the first anniversary date of their employment, but prior to their second year, they shall reimburse the city \$3,000; and
- (4) If they leave the city prior to their first anniversary date, they shall reimburse the city \$4,500.



(B) For Police Department appointments made on or after September 1, 2021 **but before June 29, 2023**, the following **hiring** ~~[training]~~ cost reimbursement provisions shall apply:

(1) Pursuant to KRS 70.290, the city shall require all newly appointed police officers to enter into a contract for reimbursement of ~~[training]~~ **hiring** costs. The contract shall require that if the appointee accepts employment with another law enforcement agency three (3) years from the date of appointee's graduation from the Department of Criminal Justice Training, or other training approved by the Kentucky Law Enforcement Council, that law enforcement agency shall reimburse all of the City of Covington's **hiring** ~~[training costs]~~ **cost**.

(2) The amount of the required reimbursement shall be the maximum amount authorized by KRS 70.290 **for the actual costs incurred and expended by City of Covington in the initial hiring of the peace officer. These costs include, but are not limited to, the application process, training costs, equipment costs, salary and fringe benefits.**

**(C) For Police Department appointments made on or after June 29, 2023, the following hiring cost reimbursement provisions shall apply:**

**(1) Pursuant to KRS 70.290, the city shall require all newly appointed police officers to enter into a contract for reimbursement of training costs. The contract shall require that if the appointee accepts employment with another law enforcement agency within five years from the date of appointee's graduation from the Department of Criminal Justice Training, or other training approved by the Kentucky Law Enforcement Council, that law enforcement agency shall reimburse all of the City of Covington's hiring costs.**

**(2) The amount of the required reimbursement shall be the maximum amount authorized by KRS 70.290 for the actual costs incurred and expended by City of Covington in the initial hiring of the peace officer. These costs include, but are not limited to, the application process, training costs, equipment costs, salary and fringe benefits.**

—(C) **(D)** For Fire Department appointments made on or after September 1, 2021, the following training cost reimbursement provisions shall apply:

(1) All newly appointed Fire Department appointees are required to enter into a contract for a period of no longer than three years from the date of graduation of training approved by the city.

(2) The contract shall require that, as a condition to and in consideration of his or her employment with the city, should the appointee leave employment with the city within three years from the date of graduation or withdrawal from fire department appointee onboarding training approved by the city, the appointee shall reimburse the city for the actual costs incurred and expended which are associated with the initial hiring of the appointee, including, but not limited to, the application and selection process, equipment costs, training costs and the actual salary and fringe benefits from

the time of the appointee's initial application until graduation or withdrawal from such training. It is understood that leaving employment with the city shall mean any discontinuance of appointee's employment for any reason.

(D) The employment contracts authorized in this section shall not modify the at-will employment status of City Fire Department and Police Department appointees.

Section 2

That this ordinance shall take effect and be in full force when passed, published and recorded according to law.

\_\_\_\_\_  
MAYOR

ATTEST:

CITY CLERK: \_\_\_\_\_

Passed: \_\_\_\_\_ (Second Reading)

\_\_\_\_\_ (First Reading)

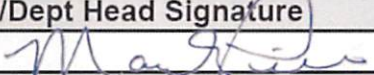


## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

Caucus Meeting Date	12/12/2023
Legislative Meeting Date	12/19/2023
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Fire		Mark Pierce, Chief

Specific Nature of Request
ORDER ACCEPTING THE RESIGNATION FOR RETIREMENT FROM DEPUTY CHIEF MICHAEL BLOEMER EFFECTIVE JANUARY 1, 2024

Description of Request Including Background Information if Relevant
After 24 years of dedicated service to the citizens and visitors of the City of Covington, Deputy Chief Mike Bloemer has decided to retire from the fire department. We wish him well in his well deserved retirement.

Company/Entity (if multiple, list all)
N/A

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

Value/Cost Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>
N/A


**SIGNING ORDER**

 12/4/23


1. LEGAL DEPARTMENT REPRESENTATIVE DATE

 12/4/23

2. FINANCE DEPARTMENT REPRESENTATIVE DATE

 12/6/23

3. CITY MANAGER DATE

 12/6/23

Funding Source (Fund Name & Account No.)
N/A

Payment Terms
N/A

Contract/Backup Docs Attached?

<p><b>ADDITIONAL AIR FORM SUBMISSION INFORMATION:</b></p> <p>Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.</p> <p>For an Order <b>authorizing an expenditure or obligation of funds</b>, you MUST complete the following:</p> <p><b>Value/Cost</b> - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.</p> <p><b>Funding Source</b> - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"</p> <p><b>Payment Terms</b> - The payment terms</p> <p>If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued."</p> <p>For an Order <b>approving a contract</b>, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.</p> <p>Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.</p> <p>For the approval of a <b>new or amended Ordinance or Resolution</b>, you MUST attach a full and complete copy of the property formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.</p> <p>For an Order appointing a new employee, you MUST attach a copy of the resume.</p> <p>For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.</p> <p>If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.</p> <p>This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)</p>
--

Mike Bloemer



November 15, 2023

Chief Mark Pierce  
Covington Fire Department  
100 E Robbins St.  
Covington, KY 41011

Dear Chief Pierce,

I am writing to inform you that I will be retiring at the end of this year. My last day will be December 31, 2023. I can honestly say that I have enjoyed my 24 years of service with the Covington Fire Department. I appreciate all the opportunities that the City of Covington has offered me.

Thank you,

A handwritten signature in black ink, appearing to read "Mike Bloemer", followed by a long horizontal flourish.

Mike Bloemer



## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

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July 21

Aug 4 &amp; 25

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Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/2023

Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>
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Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Fire Department		Cindy Lewis

## Specific Nature of Request

ORDER ACCEPTING THE RESIGNATION FOR RETIREMENT OF ASSISTANT CHIEF CHARLES (GREG) SALMONS EFFECTIVE JANUARY 1, 2024.

## Description of Request Including Background Information if Relevant

After 20 years of dedicated service to the citizens and visitors of Covington, Assistant Chief Greg Salmons has expressed his desire to retire from the Covington Fire Department. We would like to thank him for his dedication and wish him well in his retirement.

## Company/Entity (if multiple, list all)

Value/Cost Budgeted - Yes: ☒ No: ☐

## Funding Source (Fund Name &amp; Account No.)

## Payment Terms

## Contract/Backup Docs Attached?

Grant Funds Used - Yes: ☐ No: ☒  
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE

DATE

2. FINANCE DEPARTMENT REPRESENTATIVE

DATE

3. CITY MANAGER

DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

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**Payment Terms** - The payment terms

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Greg Salmons

To: Mark Pierce



Tue 11/28/2023 7:58 AM

Start reply with:

Ok, thanks for letting me know.

Ok, thank you.

Ok, thanks.

I plan on retiring effective 1/1/2024.

GS

← Reply

→ Forward



## CITY OF COVINGTON

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Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/23

Order ☒ Ordinance ☐ Resolution ☐ Presentation ☐

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Finance	Steve Webb	Cindy Lewis

Specific Nature of Request
An order accepting the resignation of Caine Hughes, Accounting Manager

Description of Request Including Background Information if Relevant

Company/Entity (if multiple, list all)

Value/Cost	Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>

Funding Source (Fund Name & Account No.)

Payment Terms

Contract/Backup Docs Attached?	
--------------------------------	--

Grant Funds Used - Yes: <input checked="" type="radio"/> No: <input type="radio"/>
(list all grant fund types and the associated grant #, or check no)

**SIGNING ORDER**

1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
3. CITY MANAGER	DATE
	12/6/23

**ADDITIONAL AIR FORM SUBMISSION INFORMATION:**

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## CITY OF COVINGTON

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Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	November 28, 2023
Legislative Meeting Date	December 5, 2023

Order ☒ Ordinance ☐ Resolution ☐ Presentation ☐

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Neighborhood Services		Cindy Lewis, HR

## Specific Nature of Request

An Order requesting the hiring of Sabrina Hinkel as a Section 8 Service Representative in the Neighborhood Services Department, effective December 6th, 2023.

## Description of Request Including Background Information if Relevant

Hiring of Sabrina Hinkel as a Section 8 Service Representative in the Neighborhood Services Department.

Company/Entity (if multiple, list all)

Value/Cost	Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>
\$42,000.00 (does not include benefits)	

Funding Source (Fund Name & Account No.)
HCV funds 018.1404

Payment Terms

Contract/Backup Docs Attached?

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
3. CITY MANAGER	DATE
	12/6/23

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

For an Order **authorizing an expenditure or obligation of funds**, you MUST complete the following:

**Value/Cost** - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.

**Funding Source** - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"

**Payment Terms** - The payment terms

If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued:"

For an Order **approving a contract**, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.

Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.

For the approval of a **new or amended Ordinance or Resolution**, you MUST attach a full and complete copy of the properly formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.

For an Order appointing a new employee, you MUST attach a copy of the resume.

For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.

If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.

This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)



## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

May 5 &amp; 26

June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	November 28, 2023
Legislative Meeting Date	December 5, 2023
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Neighborhood Services		Cindy Lewis, HR

## Specific Nature of Request

An Order requesting the hiring of Angela Smith as a Section 8 Service Representative in the Neighborhood Services Department, effective December 6, 2023.

## Description of Request Including Background Information if Relevant

Hiring of Angela Smith as a Section 8 Service Representative in the Neighborhood Services Department.

Company/Entity (if multiple, list all)

Value/Cost	Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>
\$42,000.00 (does not include benefits)	

Funding Source (Fund Name & Account No.)
HCV funds 018.1404

Payment Terms

Contract/Backup Docs Attached?

Grant Funds Used - Yes: ☐ No: ☒  
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE

DATE

2. FINANCE DEPARTMENT REPRESENTATIVE

DATE

3. CITY MANAGER

DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

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# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines  
Dec 22  
Jan 6 & 27 July 21  
Feb 10 & 24 Aug 4 & 25  
Mar 10 & 24 Sept 8 & 22  
Apr 7 & 21 Oct 6  
May 5 & 26 Nov 3 & 17  
June 9 & 30 Dec 1

Caucus Meeting Date	
Legislative Meeting Date	
Order <input type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Will there be any guests attending the Caucus Meeting? Yes: No:

Division/Department	Div/Dept Head Signature	Responsible Staff Person

Specific Nature of Request

Description of Request Including Background Information if Relevant

Company/Entity (if multiple, list all)

Grant Funds Used - Yes: No:
(list all grant fund types and the associated grant #, or check no)

Value/Cost Budgeted - Yes: No:

### SIGNING ORDER

Funding Source (Fund Name & Account No.)

1. LEGAL DEPARTMENT REPRESENTATIVE DATE

Payment Terms

2. FINANCE DEPARTMENT REPRESENTATIVE DATE

Contract/Backup Docs Attached?	
--------------------------------	--

3. CITY MANAGER DATE

### ADDITIONAL AIR FORM SUBMISSION INFORMATION:

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## CITY OF COVINGTON

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June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/23

Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>
---	------------------------------------	-------------------------------------	---------------------------------------

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Economic Development	Tom West	Tom West

## Specific Nature of Request

An order authorizing the Mayor to execute an economic development agreement with City Wide Facility Solutions providing a jobs development incentive.

## Description of Request Including Background Information if Relevant

City Wide Facility Solutions will be moving their corporate office from Ft. Mitchell to Covington with the purchase of 200 W. Pike adding 30 new jobs and \$1.3M capital investment. See memo for more details.

Company/Entity (if multiple, list all)
City Wide Facility Solutions

Value/Cost	Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>
NA	

Funding Source (Fund Name & Account No.)
NA

Payment Terms
1% reimbursement of payroll tax for 5 year followed by a 5 year retention period.

Contract/Backup Docs Attached?	Yes
--------------------------------	-----

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

	12/4/23
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
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## Memo

To: Mayor and Commissioners  
From: Susan Smith, Economic Development Department  
Date: December 1, 2023  
Re: Job Incentive- City Wide Facility Solutions

The purpose of this memo is to outline the details of a proposed Job Development Incentive for City Wide Facility Solutions, a facility maintenance business for commercial properties.

### OVERVIEW

City Wide Facility Solutions is leasing a building in Ft. Mitchell and decided to search for a building to own. Leadership considered locations in Ft. Mitchell, Erlanger, Covington, and West Chester, OH. They decided to enter negotiations to purchase 200 W. Pike St, known as the historic train station.

City Wide Facility Solutions manages 20+ services including janitorial and handyman services for all commercial properties specializing in 10k-100k sf of owner-occupied buildings in the automotive, manufacturing, distribution, institutional, corporate office, and medical markets. City Wide saves clients time and solves their building maintenance problems. They rebranded in 2020 from City Wide Maintenance to City Wide Facility Solutions as the new name, logo and branding reflect their ability to provide solutions to any facility need.

City Wide Facility Solutions has been in business over 20+ years, opening in 2003 with an expansion to Dayton in 2011. They will be adding 31 jobs with health, dental and retirement benefits with plans to grow by 12% (4 jobs) year over year for at least the first three years.

### STAFF RECOMMENDATION AND ANALYSIS

Staff recommends that City Wide Facility Solutions receive a 1% payroll incentive for all new jobs brought to Covington for five years, followed by an un-incentivized five- year retention period. This is a ROI of 4:1 and aligns with the City's Economic Strategy by attracting jobs within the "All Things Office" target sector.

	200 Pike St
Property Size	6853 SF
Purchase / Lease	Purchase
Investment	\$1,375,000.00
Jobs	31 jobs with benefits moved to Covington: 13 new jobs over 3 years
Avg. Annual Salary	\$56k average for existing jobs:
ED Strategy	All Things Office Target Industry
City Incentive Offer	Years 1-5: incentive at 1%; Years 6-10: 0% incentive, 5- year retention period

	Totals
<u>Over the 10 -Year company commitment</u>	
Est. New Payroll Tax (City Collects)	\$524,103
Est. Benefit to Applicant (City Reimburses)	\$104,410
Est. NEW Payroll Tax After Incentive (City Keeps)	<b>\$419,693</b>



**ECONOMIC DEVELOPMENT AGREEMENT:**  
**BUSINESS EXPANSION PAYROLL INCENTIVE**

This **AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (“City”), pursuant to Commissioners’ Order No. ORD-\_\_\_\_\_-23, and **DEGENHARDT ENTERPRISES, LLC D/B/A CITY WIDE FACILITY SOLUTIONS OF SOUTHWEST OHIO AND NORTHERN KENTUCKY**, a Kentucky Limited Liability Company with a principal office of 2169 Chamber Center Drive, Ft. Mitchell, Kentucky 41017 (the “Business”).

WHEREAS, § 123.04 of the Covington Code of Ordinances, “Commonwealth of Kentucky Incentives,” and Commissioners’ Order No. ORD-\_\_\_\_\_-23 authorizes the City to provide an economic development incentive to the Business; and

WHEREAS, the incentive offered by the City to the Business will contribute to the public welfare of the citizens of the City by retaining and increasing employment opportunities, thereby contributing to the public purpose of economic development within the City.

NOW, THEREFORE, the parties hereby agree that for and in consideration of the promises and mutual covenants and undertakings contained herein, IT IS AGREED:

1. **Definitions.** The capitalized terms in the Agreement shall have the following meaning, or as otherwise defined herein:

- a. “*Annual Payroll*”. Shall mean all compensation paid or payable by Business for work done or services performed or rendered in the City by every resident and nonresident who is an employee of Business, which is normally subject to the City's occupational license tax pursuant to Covington Code of Ordinances § 110.03(A)(1) including compensation in excess of the FICA cap provided for in Covington Code of Ordinances § 110.03(B)(1).
- b. “*Activation Date*”. Shall mean January 1, 2025, the date of activation of incentives detailed in this Agreement.
- c. “*Annual Payroll Obligation*”. Refers to the specific Annual Payroll amount listed for each year as specified in Exhibit B. These amounts are Annual Payroll thresholds the Business must meet in order to be entitled to the City Incentive for a given year during the incentivized years.

- d. *“Full Time Equivalent”*. Any employee which is working at least 30 hours per week is considered full time. In addition, part-time employees are counted using the ‘full-time equivalent’ method of adding the total number of hours worked by all part time employees in a month, and dividing by 120.
  - e. *“Jobs Obligation”*. Refers to the number of full-time equivalent positions in Exhibit B the Business must maintain in a given calendar year in order to be entitled to the City Incentive during incentive years.
  - f. *“Taxable Payroll”*. Shall mean all compensation paid or payable in the City for work done or services performed or rendered in the City by every resident and nonresident who is an employee of Business, which is normally subject to the City's occupational license tax pursuant to Covington Code of Ordinances § 110.03(A)(1) or any other provision of the Covington Code of Ordinances. This definition shall not include any compensation that is exempt or otherwise not subject to the City's occupational license tax.
  - g. *“Business Occupational License Tax Liability”*. Shall mean the Business’ liability for paying the 2.45% Occupational License Taxes on all Taxable Payroll.
  - h. *“Term”*. The term of this agreement shall begin January 1, 2025 and run through December 31, 2034.
2. City of Covington Business Expansion New Jobs Incentive. Subject to the terms and conditions of this Agreement, City shall provide an incentive to Business equal to a reimbursement to Business of 1.00% of Business’ Occupational License Tax Liability for new Full Time Equivalents, both as defined herein, for the preceding calendar year, for a period of ten (10) calendar years beginning on the Activation Date (the “Term”). To be eligible for the incentive, Business must achieve New Additional Full-Time Equivalents in excess of its current Minimum Number of Employees (as set forth in Exhibit B), totaling 30 minimum employees. To be eligible for the incentive, Business must also achieve New Additional Annual Payroll (as set forth in Exhibit B) in excess of its current Base Annual Payroll, equaling an amount of \$1,800,000.00 (the “Payroll Eligibility Threshold”), each year during the incentive term. This incentive, the “City Incentive” shall be subject to Business’s compliance with all other terms and conditions governing this Agreement. For clarity purposes, the City Incentive structure is illustrated below:



- Year 1 (1<sup>st</sup> full calendar year following the Activation Date) – 1.00% of Business Occupational License Tax Liability
- Year 2 (2<sup>nd</sup> full calendar year following the Activation Date) – 1.00% of Business Occupational License Tax Liability
- Year 3 (3<sup>rd</sup> full calendar year following the Activation Date) – 1.00% of Business Occupational License Tax Liability
- Year 4 (4<sup>th</sup> full calendar year following the Activation Date) – 1.00% of Business Occupational License Tax Liability
- Year 5 (5<sup>th</sup> full calendar year following the Activation Date) – 1.00% of Business Occupational License Tax Liability
- Year 6 (6<sup>th</sup> full calendar year following the Activation Date) – None
- Year 7 (7<sup>th</sup> full calendar year following the Activation Date) – None
- Year 8 (8<sup>th</sup> full calendar year following the Activation Date) – None
- Year 9 (9<sup>th</sup> full calendar year following the Activation Date) – None
- Year 10 (10<sup>th</sup> full calendar year following the Activation Date) – None

Year 1 of the Agreement shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of the calendar year following the year that holds the Activation Date. The above notwithstanding, if the Activation Date falls on January 1<sup>st</sup>, that calendar year shall instead be Year 1. The parties expect the Activation Date to be January 1, 2025.

3. Reimbursement. Business shall be required to submit an application for reimbursement of the incentive amount for the previous calendar year to the City of Covington Finance Department by April 30<sup>th</sup> of each year during the Term of the City Incentive to receive reimbursement. Failure to submit the reimbursement request by April 30<sup>th</sup> shall constitute a waiver of right to reimbursement for that previous calendar year. City shall issue reimbursement by July 31<sup>st</sup>, provided that a completed reimbursement request form (attached as Exhibit A hereto) is received by City and Business is entitled to the reimbursement in accordance with the terms of this Agreement. Business shall not be entitled to the City Incentive for any year it does not meet the respective Annual Payroll Obligation and Job Requirement, as defined herein.

4. Business Obligations. In order to receive the City Incentive, Business shall comply with all terms and conditions of this Agreement, and throughout the Term shall specifically be required to meet the following conditions with respect to its business location within the City of Covington, Kentucky, subject to the provisions of Section 8:

- a. Upon the establishment of an Activation Date, Business shall send written notice to the City providing evidence of such activation.
- b. Business shall begin operations by maintaining or exceeding the Annual Payroll Obligations and Jobs Obligations in Year 1 of the Term.
- c. For Years 2 through 10 of the Term, Business shall meet or exceed the Annual Payroll Obligations and Jobs Obligations as set forth in Exhibit B.
- d. Business shall not be entitled to the City Incentive for any year it does not meet the Annual Payroll Obligation and Job Obligation for the corresponding year as listed in Exhibit B.
- e. Business shall remain within the City of Covington as an active business in good standing with the City during the Term of this Agreement, being a period of ten (10) calendar years. The parties acknowledge that Business shall have minimum Annual Payroll Obligations and New Additional Full-Time Equivalents for years 5 through 10 of the Term; however, Business shall not be entitled to any payroll reimbursement for years 5 through 10 of the Term.
- f. Business agrees to make reasonable good faith efforts to fill newly created positions with residents of the City of Covington. Business is encouraged to register their job openings with the Kentucky Career Center, located at 1324 Madison Avenue, Covington, KY, 41011.

Business acknowledges that the obligations in this Agreement are consideration for the City providing the economic development incentive to Business. Business' failure to comply with any of the obligations of this Agreement shall be a contractual breach, and that as a specific remedy, City may pursue repayment of the City Incentive by Business as further specified in Section 10.

5. Annual Report. Business shall annually prepare and deliver an annual report of its payroll expenditures and required employee information subject to the City's Occupational License Tax in the format equivalent to that required by the Kentucky Cabinet for Economic Development

for incentive claim reporting. The report shall be delivered to the City Finance Director on or before April 30<sup>th</sup> of each year.

6. Default. Any of the following shall constitute an “Event of Default” under this Agreement:
  - a. Business’ failure to be in good standing with the City in accordance with City of Covington Commissioners’ Ordinance § 35.35;
  - b. Business’s failure to pay any property or other taxes that it owes to City (except during any period of any timely filed and unresolved appeal of any City taxes);
  - c. Business’ failure to remain within the City of Covington as an active business in good standing for the Term;
  - d. Business’ failure to meet or exceed the Annual Payroll Obligation and/or Jobs Obligation for any given year during the Term.
  - e. Business’ failure to become an active Business within the City of Covington with Taxable Payroll by January 1, 2025; and/or
  - f. Business’ failure to materially comply with any term of this Agreement.
7. Notice of Default and Cure. Upon establishing that an Event of Default has occurred, the City shall provide written notice to the Business with a request that the Business cure said Event of Default within a reasonable time. Failure of the City to provide Notice shall not constitute a waiver of its rights related to any Event of Default; provided, however, that the City and the Business agree to work cooperatively throughout the term of this Agreement in order to help the Business maximize the benefits conferred on the Business, subject to the Business’ duty of compliance hereunder.
8. Remedies. Upon the occurrence of an Event of Default, City may pursue one or more of the remedies below, as it deems appropriate under the circumstances:
  - a. Withhold the City Incentive pending cure of the Event of Default;
  - b. Disallow payment of the City Incentive for any period during which the Business fails to cure an Event of Default;
  - c. Wholly or partially suspend or terminate the City Incentive;
  - d. Collect from Business the percentage of the City Incentive amount paid by the City based on table in Section 9; and/or



e. Pursue any other remedies that may be legally or equitably available.

9. Incentive Repayment. If Business is in default of this Agreement and City has elected to pursue collection of the City Incentive, Business shall make one-time payment to City of a percentage of the total amount of the City Incentive City paid to Business under the Agreement, in accordance with the following:

Year of default	Percent of City Incentive to be Repaid
1 through 10	100%

Payment shall be made to the City Finance Department within 30 days of written demand noticed to Business for the amount due in accordance with this section.

10. Termination. If despite receiving written notice from the City, and a reasonable opportunity to cure, Business shall either (i) fail to fulfill in a timely and proper manner to fulfill its obligations under this Agreement or under City of Covington Code of Ordinances Chapter 116, or (ii) violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Business of such termination and specifying the effective date thereof.
11. Assignment. Business shall not assign or otherwise transfer or pledge any rights or obligations of this Agreement except upon written agreement of all parties involved except to an affiliate.
12. Indemnification. The Business shall indemnify the City and hold the City harmless for any and all third-party claims, demands, rights, actions, complaints, suits, notices of breach, evictions, violations, debts, damages, and causes of action of whatever type or nature, whether legal or equitable arising from this Agreement.
13. Notices. All notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally; (b) deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or (c) deposited in overnight mail, addressed as follows or to such other person or address as either party shall designate by notice to the other party in accordance herewith:

If to Business: Brent Degenhardt, CEO

City Wide Facility Solutions  
2169 Chamber Center  
Fort Mitchell, KY 41017

If to City: City of Covington  
ATTN: City Manager  
With a copy to: City Solicitor  
20 W. Pike Street  
Covington, Kentucky 41011

14. No Waiver. The failure of City to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by Business with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by City of its right to exercise any such or other right, power or remedy or to demand such compliance.
15. Entirety. As used herein the term “Agreement” shall mean this Agreement and any Exhibits attached hereto. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements and understanding relating to the subject matter hereof. No representation, promise, inducement, or state of intention has been made by any party which has not been embodied in this Agreement, and no party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
16. Modification. Except as otherwise provided in this Agreement, this Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of such provision by any party.
17. Interpretation. The captions at the beginnings of several paragraphs of this Agreement are not a part of the context thereof but are merely labels to assist in locating and reading such paragraphs. They shall be given no effect in construing the Agreement.
18. Venue and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, regardless of any other choice of law provision or principal. Any legal proceeding related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

**IN WITNESS WHEREOF**, the parties hereto, have subscribed their names below and have agreed to the terms of the Agreement herein:

**CITY OF COVINGTON, KENTUCKY**

\_\_\_\_\_  
Joseph U. Meyer, Mayor

Pursuant to Commissioner’s Order No. ORD-\_\_\_\_\_-23

**DEGENHARDT ENTERPRISES, LLC D/B/A CITY WIDE FACILITY SOLUTIONS OF SOUTHWEST OHIO AND NORTHERN KENTUCKY (“BUSINESS”)**

\_\_\_\_\_ [Sign]

By: \_\_\_\_\_ [Print name]

Its: \_\_\_\_\_ [Title]



**EXHIBIT A**  
**PAYROLL TAX REIMBURSEMENT REQUEST FORM**



**PAYROLL TAX REIMBURSEMENT REQUEST FORM**

**Please complete this form and submit to:**

**City of Covington Finance Department**  
20 West Pike Street  
Covington, Kentucky 41011

**Attn: Shannon White**  
Tel. 859-292-2187 Fax 859-292-2131  
Email: [swhite@covingtonky.gov](mailto:swhite@covingtonky.gov)

*\*Each section/line of Page - 1- of this form must be completed to be accepted for processing & reimbursement.*

**Date:** \_\_\_\_\_ **Year of this Reimbursement:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Federal Employer ID Number:** \_\_\_\_\_

**NAICS Code:** \_\_\_\_\_ **Withholding ID Number(s):** \_\_\_\_\_

**Company Representative/Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**REQUIRED TO BE SUBMITTED WITH THIS REQUEST:**

- ☐ W-9 Form
- ☐ Annual Payroll Report (as required by your Development Agreement Contract, and in format stated)
- ☐ Payroll Reconciliations
- ☐ Payroll broken out by state of residency
  - Payroll for Kentucky residents
  - Payroll for residents of all other jurisdictions

\_\_\_\_\_  
**Name of Person Submitting this Reimbursement Request** (Printed Name)

\_\_\_\_\_  
**Title**

**Authorized Signature of Person Submitting this Reimbursement Request\***

\*By signing this Request for Payroll Tax Reimbursement Form, I do hereby attest that the information submitted herewith and attached hereto is accurate and truthful, and that I am a duly authorized representative of the company named herein.

REVISED 12042018

**EXHIBIT B**  
**ANNUAL PAYROLL OBLIGATION & JOBS OBLIGATION**

<b>CITY WIDE FACILITY SOLUTIONS –JOBS INCENTIVE OFFER (1.00% for 5 YEARS)</b>						
<b>Years of Incentive</b>	<b>New Additional Full-Time Equivalents**</b>	<b>Additional Annual Payroll *</b>	<b>Standard Occupational License Tax Rate</b>	<b>Company's Liability at Standard Rate</b>	<b>Incentive Rate</b>	<b>Amount of Incentive to City Wide</b>
1	31	\$1,850,195	2.45%	\$45,330	<b>1.00%</b>	\$18,502
2	35	\$2,020,195	2.45%	\$49,495	<b>1.00%</b>	\$20,202
3	39	\$2,190,195	2.45%	\$53,660	<b>1.00%</b>	\$21,902
4	39	\$2,190,195	2.45%	\$53,660	<b>1.00%</b>	\$21,902
5	39	\$2,190,195	2.45%	\$53,660	<b>1.00%</b>	\$21,902
6	39	\$2,190,195	2.45%	\$53,660	0.00%	-
7	39	\$2,190,195	2.45%	\$53,660	0.00%	-
8	39	\$2,190,195	2.45%	\$53,660	0.00%	-
9	39	\$2,190,195	2.45%	\$53,660	0.00%	-
10	39	\$2,190,195	2.45%	\$53,660	0.00%	-
	<b>Avg. Salary</b>	<b>\$56,158.85</b>		<b>\$524,103</b>	<b>TOTAL</b>	<b>\$ 104,410</b>

\* The Additional Annual Payroll specified in this column is the “Annual Payroll Obligation” requirement for the calendar year listed.

\*\* The New Additional Full Time Equivalents specified in this Column is the “Jobs Obligation” requirement for the calendar year listed.

## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

May 5 &amp; 26

June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/2023
Legislative Meeting Date	12/19/2023

Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>
---	------------------------------------	-------------------------------------	---------------------------------------

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Economic Development	Tom West	Tom West

Specific Nature of Request
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN JOB DEVELOPMENT INCENTIVE CONTRACT WITH KENTON COUNTY BOARD OF EDUCATION

Description of Request Including Background Information if Relevant
Please see attached memo

Company/Entity (if multiple, list all)
Kenton County Board of Education

Value/Cost	Budgeted - Yes: <input checked="" type="radio"/> No: <input type="radio"/>


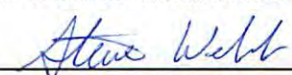

Funding Source (Fund Name & Account No.)
Not Budgeted

Payment Terms
Incentivize new jobs at 1.0% years 1-5, years 5-10 retention period

Contract/Backup Docs Attached?

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

**SIGNING ORDER**

	12/4/23
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/6/23
3. CITY MANAGER	DATE

**ADDITIONAL AIR FORM SUBMISSION INFORMATION:**

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

For an Order **authorizing an expenditure or obligation of funds**, you MUST complete the following:**Value/Cost** - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.**Funding Source** - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"**Payment Terms** - The payment terms

If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued:"

For an Order **approving a contract**, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.

Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.

For the approval of a **new or amended Ordinance or Resolution**, you MUST attach a full and complete copy of the property formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.

For an Order appointing a new employee, you MUST attach a copy of the resume.

For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.

If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.

This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)





## Memorandum

To: Mayor & Commissioners

From: Economic Development Department

Date: July 3, 2023

Re: Job Development Incentive- Kenton County Board of Education

The purpose of this memo is to outline the details of a proposed new job development incentive for the Kenton County Board of Education who currently leases property within the City of Ft. Wright but have plans to build a new administrative facility within Covington at 347 Madison Pike.

### OVERVIEW

Established in 1825 and currently headquartered in Fort Wright, Kentucky, the BOE leases office space from the Sanitation District but has outgrown this current space. They are now looking to build a permanent administrative building to support the operations of the School District and the continued growth of their student population. They currently have 250 jobs located within Covington and are looking to add an additional 79 employees over the next ten years.

The proposed construction at 347 Madison Pike will be a 45,000 square foot building that will house up to 100 employees plus a board room that will have the capability to host public board meetings with room for up to 200 community members. The site is nine acres and sits on the corner of Madison Pike and Tuscanyview Drive. Since the building will be funded by Capital Construction dollars, this investment and development will exist for many years to come in the location slated for construction.

### STAFF RECOMMENDATION AND ANALYSIS

Staff recommends that the Kenton County Board of Education receive a 1.0% payroll incentive for all new jobs created in Covington over a 5-year period followed by a 5-year retention period. This aligns with the City's Economic Strategy by attracting jobs within the "All things Office" sector. ROI would be \$4.70 for every dollar we invest.

	347 Madison Pike Expansion
Property Size	45,000 SF
Purchase / Lease	Purchase
Investment	\$21,000,000
Jobs	79 additional jobs in 5 years
Avg. Annual Salary	\$85,000
ED Strategy	"All things Office" Sector
City Incentive Offer	Years 1-5: incentive at 1.0 %; Years 5-10 no incentive

Over the 10 -Year Company commitment	Totals
Est. New Payroll Tax (City Collects)	\$1,561,227
Est. Benefit to Applicant (City Reimburses)	\$273,712
<b>Est. NEW Payroll Tax After Incentive (City Keeps)</b>	<b>\$1,287,516</b>

**ECONOMIC DEVELOPMENT AGREEMENT:**  
**JOBS AND PAYROLL INCENTIVE**

This **AGREEMENT** (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class ("City"), pursuant to Commissioners' Order No. ORD-\_\_\_\_\_, and **KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION D/B/A KENTON COUNTY BOARD OF EDUCATION**, an Kentucky non-profit corporation with a principal office of 1055 Eaton Drive, Fort Wright, Kentucky 41017 ("Business").

WHEREAS, § 123.04(C) of the Covington Code of Ordinances, "Job Development Incentives," authorizes the City to provide an economic development incentive to the Business; and

WHEREAS, the incentive offered by the City to the Business will contribute to the public welfare of the citizens of the City by retaining and increasing employment opportunities, thereby contributing to the public purpose of fostering economic development within the City.

NOW, THEREFORE, the parties hereby agree that for and in consideration of the promises and mutual covenants and undertakings contained herein, IT IS AGREED:

1. Definitions. The capitalized terms in the Agreement shall have the following meaning, or as otherwise defined here in:

- a. "*Annual Payroll*". Shall mean all compensation paid or payable by a business for work done or services performed or rendered in the City by every resident and nonresident who is an employee of a particular business, which is normally subject to the City's occupational license tax pursuant to § 110.03(A)(1) of the Covington Code of Ordinances edition, including

compensation in excess of the FICA cap provided for in § 110.03(B)(1).

- b. *"FTE"*. Shall mean any employee which is working at least 30 hours per week. In addition, part-time employees are counted using the full-time equivalent method of adding the total number of hours worked by all part time employees in a month, and dividing by 120.
- c. *"Jobs Requirement"*. Shall mean a number of FTE jobs Business must maintain during a respective calendar year in order to receive the Business Incentive for that year. The Jobs Requirement for any given year shall be listed in Exhibit B.
- d. *"Target Payroll"*. Shall mean an Annual Payroll amount that the Business must meet for a specified year of the Term in order to receive the Business Incentive for that year. The Target Payroll for any given year shall be listed in Exhibit B.
- e. *"Taxable Payroll"*. Shall mean all compensation paid or payable in the City for work done or services performed or rendered in the City by every resident and nonresident who is an employee of Business, which is normally subject to the City's occupational license tax pursuant to Covington Code of Ordinances § 110.03(A)(1) or any other provision of the Covington Code of Ordinances. This definition shall not include any compensation that is exempt or otherwise not subject to the City's occupational license tax.
- f. *"Term"*. Shall mean the time period from January 1, 2025 to December 31, 2034.

2. Business Incentive. Subject to the terms and conditions of this Agreement, City shall provide an incentive to Business for each year that Business equals or exceeds



both the corresponding Target Payroll and Employee amounts listed in Exhibit B for that year. The amount of the incentive shall be 1.00% of Business's Annual Payroll for that given calendar year (the "Business Incentive"). This Business Incentive shall be subject to Business' compliance with all other terms and conditions governing this Agreement. For clarity purposes, the Business Incentive structure is illustrated below:

Year 1 (January 1, 2025 to December 31, 2025) - 1.00% of Taxable Payroll

Year 2 (January 1, 2026 to December 31, 2026) - 1.00% of Taxable Payroll

Year 3 (January 1, 2027 to December 31, 2027) - 1.00% of Taxable Payroll

Year 4 (January 1, 2028 to December 31, 2028) - 1.00% of Taxable Payroll

Year 5 (January 1, 2029 to December 31, 2029) - 1.00% of Taxable Payroll

3. Retention Period. Business shall be subject to a five-year retention period. Business must remain an active business within the City of Covington for a five-year period immediately following the City Incentive Period, which shall be referred to as the "Retention Period". Business shall be required to meet the Annual Payroll Obligation requirements listed in Exhibit B during the Retention Period. No incentive will be provided to Business during the Retention Period.

Year 6 (January 1, 2030 to December 31, 2030) - No incentive; Retention period

Year 7 (January 1, 2031 to December 31, 2031) - No incentive; Retention period

Year 8 (January 1, 2032 to December 31, 2032) - No incentive; Retention period

Year 9 (January 1, 2033 to December 31, 2033) - No incentive; Retention period

Year 10 (January 1, 2034 to December 31, 2034) - No incentive; Retention period

4. Reimbursement. Business shall be required to submit an application for reimbursement of the incentive amount for each calendar year by April 30th the following year to the City of Covington Finance Department to receive reimbursement for the

Business Incentive. Failure to submit the reimbursement request by April 30th shall constitute a waiver of right to reimbursement for that previous calendar year, but only for that calendar year. City shall issue reimbursement to the Business by July 31st, provided that a completed reimbursement request form (attached as Exhibit A hereto) is received by City and Business is entitled to the reimbursement in accordance with the terms of this Agreement. Business shall not be entitled to the Business Incentive for any year it does not meet or exceed the Base Taxable Payroll.

5. Business Obligations. In order to receive the Business Incentive, Business shall comply with all terms and conditions of this Agreement, and throughout the Term shall specifically be required to meet the following conditions with respect to its business location within the City of Covington, Kentucky:

- a. For Year 1, Business shall begin operations in Covington with the minimum Taxable Payroll of \$6,415,178.00 with approximately 325 employees. Business shall meet or exceed the Target Payroll requirements for Years 1 through 5 as demonstrated on Exhibit B for each calendar year of the Term of this Agreement. Business shall not be entitled to the Business Incentive for any year it does not meet the Target Payroll requirement for the corresponding tax year as listed in Exhibit B.
- b. Business shall meet or exceed the amount of FTE employees required under the Jobs Requirement tab of Exhibit B for each calendar year of the Term of this Agreement. Business shall not be entitled to the Business Incentive for any year it does not meet the Jobs Requirement for the corresponding tax year as listed in Exhibit B.

- c. Within 12 months of the Effective Date of this agreement, a representative of Business' human resources department or equivalent must meet with a representative of one or more community workforce partners, such as the public workforce system (e.g. Kentucky Career Center) or a regional workforce development organization, (e.g. GROW NKY). During this meeting, Business must provide the workforce partner organization with relevant information about the anticipated number and timing of positions that will be filled during the time this Agreement is in effect. Business shall also articulate to the workforce partner(s) information about the required skills, credentials and other hiring considerations that will be used to fill vacant positions.
  - d. Business shall remain within the City of Covington as an active business in good standing with the City during the Term of this Agreement, being a period of ten (10) calendar years. The parties acknowledge that Business shall also have Annual Payroll equal to or greater than the Target Payroll amounts listed in Exhibit B for years 6 through 10 of the Term; however, Business shall not be entitled to any payroll reimbursement for years 6 through 10 of the Term.
6. Default. The following shall constitute an "Event of Default" under this Agreement:
- a. Business' failure to be in good standing with the City in accordance with Covington Code of Ordinances, Section 35.003.
  - b. Business' failure to pay any property or other taxes it owes to City.
  - c. Business' failure to remain within the City of Covington as an active business in good standing for the Term.



- d. Business' failure to meet or exceed the Target Payroll and/or Jobs Requirement obligations for any given year during the Term.
- e. Business' failure to materially comply with any term of this Agreement.
- f. Business' failure to become an active Business within the City of Covington with Taxable Payroll by January 1, 2025.

7. Notice of Default and Cure. Upon an Event of Default, the City shall provide written notice to the Business at the address provided in Section 12, with a request that the Business cure said Event of Default within a reasonable time, as such shall be determined by City. Failure of the City to provide such notice shall not constitute a waiver of its rights related to any Event of Default.

8. Remedies. Upon the occurrence of an Event of Default, City may pursue one or more of the remedies below, as it deems appropriate under the circumstances:

- a. Withhold the Business Incentive pending cure of the Event of Default.
- b. Disallow payment of the Business Incentive for any period during which the Business fails to cure an Event of Default.
- c. Wholly or partially suspend or terminate the Business Incentive;
- d. Collect the entire Business Incentive amount paid by the City; or
- e. Pursue any other remedies that may be legally available.

9. Termination. If despite receiving written notice from the City, Business shall fail to fulfill in a timely and proper manner its obligations under this Agreement or under City of Covington Code of Ordinances, Chapter 116, or if Business shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Business of such

termination and specifying the effective date thereof.

10. Assignment. Business shall not assign or otherwise transfer or pledge any rights or obligations of this Agreement except upon written agreement of all parties involved.

11. Indemnification. The Business shall indemnify the City and hold the City harmless for any and all claims, demands, rights, actions, complaints, suits, notices of breach, evictions, violations, debts, damages, and causes of action of whatever type or nature, whether legal or equitable arising from this Agreement.

12. Notices. All notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally or (b) deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested, addressed as follows or to such other person or address as either party shall designate by notice to the other party in accordance herewith:

If to Business:      Kenton County Board of Education  
                                 1055 Eaton Drive  
                                 Fort Wright, KY 41017

If to City:              City of Covington  
                                 Attn: City Solicitor  
                                 20 W. Pike Street  
                                 Covington, KY 41011

13. Entirety. As used herein the term "Agreement" shall mean this Agreement and any Exhibits attached hereto. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements and understanding relating to the subject matter hereof. No representation, promise, inducement, or state of

intention has been made by any party which has not been embodied in this Agreement, and no party shall be bound by or be liable for any alleged representation, premise, inducement, or statement of intention not so set forth.

14. Modification. Except as otherwise provided in this Agreement, this Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of such provision by any party.

15. Interpretation. The captions at the beginnings of several paragraphs of this Agreement are not a part of the context thereof but are merely labels to assist in locating and reading such paragraphs. They shall be given no effect in construing the Agreement.

16. Venue and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, regardless of any other choice of law provision or principal. Any legal proceeding related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

17. Effective Date. This Agreement shall be effective upon the date of execution by the parties, as evidenced by the date on the following signature page.

[Signature page follows.]



**IN WITNESS WHEREOF**, the parties hereto, have subscribed their names below and have agreed to the terms of the Agreement herein:

**CITY OF COVINGTON, KENTUCKY**

\_\_\_\_\_  
Joseph U. Meyer, Mayor

Pursuant to Commissioner's Order No. ORD-\_\_\_\_\_

Date executed: \_\_\_\_\_

**KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION D/B/A  
KENTON COUNTY BOARD OF EDUCATION ("BUSINESS")**

\_\_\_\_\_ [Sign]

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A



### PAYROLL TAX REIMBURSEMENT REQUEST FORM

Please complete this form and submit to:

City of Covington Finance Department  
20 West Pike Street  
Covington, Kentucky 41011

Attn: Shannon White  
Tel. 859-292-2187 Fax 859-292-2131  
Email: [swhite@covingtonky.gov](mailto:swhite@covingtonky.gov)

*\*Each section/line of Page -1- of this form must be completed to be accepted for processing & reimbursement.*

Date: \_\_\_\_\_ Year of this Reimbursement: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

NAICS Code: \_\_\_\_\_ Withholding ID Number(s): \_\_\_\_\_

Company Representative/Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**REQUIRED TO BE SUBMITTED WITH THIS REQUEST:**

- ☐ W-9 Form
- ☐ Annual Payroll Report (as required by your Development Agreement Contract, and in format stated)
- ☐ Payroll Reconciliations
- ☐ Payroll broken out by state of residency
  - Payroll for Kentucky residents
  - Payroll for residents of all other jurisdictions

\_\_\_\_\_  
**Name of Person Submitting this Reimbursement Request** (Printed Name)

\_\_\_\_\_  
Title

**Authorized Signature of Person Submitting this Reimbursement Request\***

\*By signing this Request for Payroll Tax Reimbursement Form, I do hereby attest that the information submitted herewith and attached hereto is accurate and truthful, and that I am a duly authorized representative of the company named herein.

**EXHIBIT B**  
**Target Payroll & Jobs Requirements**

<b>KENTON COUNTY BOARD OF EDUCATION - JOBS AND PAYROLL INCENTIVE (1.00% for 5 YEARS)</b>						
<b>Years of Incentive</b>	<b>New Additional Full-Time Equivalents*</b>	<b>Annual Target Payroll</b>	<b>Standard Occupational License Tax Rate</b>	<b>Company's Liability at Standard Rate</b>	<b>Incentive Rate</b>	<b>Amount of Incentive to Kenton County BOE</b>
1	75	\$6,415,178	2.45%	\$157,172	<b>1.00%</b>	<b>\$64,152</b>
2	77	\$6,586,248	2.45%	\$161,363	<b>1.00%</b>	<b>\$65,862</b>
3	79	\$6,757,318	2.45%	\$165,554	<b>1.00%</b>	<b>\$67,573</b>
4	79	\$6,928,388	2.45%	\$169,746	<b>1.00%</b>	<b>\$69,284</b>
5	79	\$7,099,458	2.45%	\$173,937	<b>1.00%</b>	<b>\$70,995</b>
6	79	\$7,270,528	2.45%	\$178,128	0.00%	-
7	79	\$7,270,528	2.45%	\$178,128	0.00%	-
8	79	\$7,270,528	2.45%	\$178,128	0.00%	-
9	79	\$7,270,528	2.45%	\$178,128	0.00%	-
10	79	\$7,270,528	2.45%	\$178,128	0.00%	-
				\$1,561,239	<b>TOTAL</b>	<b>\$273,714</b>

\* In addition to the current 250 base Full-Time Equivalents.



## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

May 5 &amp; 26

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Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/23

Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>
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Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Economic Development		Tom West

## Specific Nature of Request

AN ORDER AUTHORIZING STAFF TO SUBMIT AN APPLICATION TO THE KENTON COUNTY PLANNING COMMISSION FOR A PROPOSED TEXT AMENDMENT TO THE NEIGHBORHOOD DEVELOPMENT CODE.

## Description of Request Including Background Information if Relevant

When the City adopted the Neighborhood Development Code in 2020, one of the carryover procedures from the former zoning code authorized the Kenton County Planning Commission to grant variances to applicants in conjunction with a proposed map amendment. The proposed text amendment would remove that authority and place it in the hands of the City's Board of Architectural Review and Development (BOARD). This would guarantee a public hearing conducted and decisions rendered by a board fully appointed by the Mayor and Board of Commissioners, assuring familiarity with both the Neighborhood Development Code and the City's Historic Design Guidelines where applicable.

## Company/Entity (if multiple, list all)

N/A

Value/Cost Budgeted - Yes: ☒ No: ☐

N/A

## Funding Source (Fund Name &amp; Account No.)

N/A

## Payment Terms

N/A

## Contract/Backup Docs Attached?

Grant Funds Used - Yes: ☐ No: ☒

(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE

DATE

2. FINANCE DEPARTMENT REPRESENTATIVE

DATE

3. CITY MANAGER

DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

For an Order **authorizing an expenditure or obligation of funds**, you MUST complete the following:**Value/Cost** - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.**Funding Source** - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"**Payment Terms** - The payment terms

If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued:"

For an Order **approving a contract**, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.

Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.

For the approval of a **new or amended Ordinance or Resolution**, you MUST attach a full and complete copy of the property formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.

For an Order appointing a new employee, you MUST attach a copy of the resume.

For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.

If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.

This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)

## Sec. 07.20.2 Summary of Procedures

A. **Generally.** Procedures for obtaining development review approval pursuant to this NDC are summarized in this Section.

B. **Applications and Procedures.** Each application required by this NDC is spelled out in Table 07.20.2-1, *Summary of Procedures*, below.

Table 07.20.2-1, Summary of Procedures						
Development Application (Reference)	Submittal Timing	Expiration <sup>1</sup>	Review Responsibilities		Public Notice <sup>2</sup>	Applicable Standards <sup>3</sup>
			Recommendation	Final Action		
ADMINISTRATIVE APPLICATIONS: Require final decisions in which City staff apply the standards in this NDC. Administrative applications typically require objective analysis by City staff and may involve the exercise of very limited discretion.						
Administrative Adjustment (Sec. 07.21.1)	In order to make a limited modification to any numerical standard on an application that has already been approved but that has not received a Certificate of Occupancy	Same as application being adjusted	Administrator		N/A	--
Building Permit (Sec. 07.21.4)	Prior to a building or other structure being erected, moved, added to, or structurally altered	150 days	Chief Building Inspector		N/A	--
Certificate of Appropriateness (Staff) (Sec. 07.21.3)	Prior to the alteration of the exterior appearance or demolition of any existing structure, or construction of a new structure or portions thereof, or installation of signs within the boundaries of a Historic Preservation Overlay District or KRS Chapter 99 Development Plan Area where design guidelines are adopted.	1 year	Historic Preservation Officer		N/A	Appendix A, Historic Covington Design Guidelines, and any applicable Ch. 99 Development Plan Area guidelines
Certificate of Occupancy (Sec. 07.21.4)	Prior to land being used and prior to a building or addition being occupied, converted, enlarged, or structurally altered, wholly or partly	None	Chief Building Inspector		N/A	--
Floodplain Development Permit (Sec. 07.21.5)	Prior to any construction or other development begins within any special flood hazard area established in Sec. 04.14.2, General Provisions	None	Floodplain Administrator		N/A	Division 14, Environment
Limited Use Authorization (Sec. 07.21.6)	Prior to the established of a limited use as denoted in Sec. 03.06.3, Permitted Uses by District Table.	180 days	Administrator		N/A	Division 07, Use-Specific Standards
Sign Plan and Permit (Sec. 07.21.7)	Prior to installing or substantially modifying a sign	1 year	Administrator		N/A	Division 13, Signs
Temporary Use Permit (Sec. 07.21.8)	Prior to the operation of any temporary structure or use	30 days	Administrator		N/A	Sec. 03.07.8, Temporary Uses, and Sec. 04.08.5, Temporary Structures
Zoning Permit (Sec. 07.21.9)	Prior to: a building, or structure being erected, moved or added to, structurally altered, or demolished; a use changing from one permitted use to another; land being used; or grading taking place on any lot or parcel	1 year	Administrator		N/A	--
LEGISLATIVE APPLICATIONS: Require final decisions that establish or change the way the use, design, or development of land will occur on a site-specific, City-wide, or intermediate scale. Elected and appointed administrative bodies make final decisions based on general considerations of fostering and preserving the public health, safety, and general welfare, including the City's fiscal well-being. Such final decisions are characterized by the exercise of broad discretion.						
Landmark and Historic Overlay Designation (Sec. 07.22.1)	Prior to a structure, area, or site being designated as a Landmark or part of a Historic Preservation Overlay Zone.	None	1st: BOARD 2nd: PC	CC	Pu: 15 M: 15 Po: 15	--



Table 07.20.2-1, Summary of Procedures

Development Application (Reference)	Submittal Timing	Expiration <sup>1</sup>	Review Responsibilities		Public Notice <sup>2</sup>	Applicable Standards <sup>3</sup>
			Recommendation	Final Action		
Master Development Plan ( <a href="#">Sec. 07.22.2</a> )	Prior to any other development activity for a project taking place within a cluster, planned, or tiny house neighborhood type.	180 days	PDS Staff in consultation with the Administrator	PC	N/A	<a href="#">Sec. 04.08.2, Cluster, Planned, and Tiny House Neighborhoods</a>
NDC Text Amendment ( <a href="#">Sec. 07.22.3</a> )	N/A	None	1st: Administrator 2nd: PC	CC	Pu: 7/21 <sup>4</sup>	--
District Map Amendment ( <a href="#">Sec. 07.22.4</a> )	Prior to establishing or expanding a building type or use prohibited in the current character district	None	1st: Administrator 2nd: PC	CC <sup>5</sup>	Pu: 7/21 <sup>4</sup> M: 14 <sup>7</sup> Po: 14	--
Development Plan ( <a href="#">Sec. 07.22.5</a> )	Accompanying all applications for a character map amendment to the SU, AUC, SO, or Industrial character districts, except for single- or two-unit dwellings	180 days	1st: Administrator 2nd: PC	CC <sup>5</sup>	Pu: 7/21 <sup>4</sup> M: 14 <sup>7</sup> Po: 14	--
<b>QUASI-JUDICIAL APPLICATIONS: Require final decisions that establish the way design or development will occur on specific sites in manners that either vary from the standards of this NDC or that are contested by an aggrieved party. Such final decisions are characterized by exercise of discretion.</b>						
Appeal of Administrative Decision ( <a href="#">Sec. 07.23.1</a> )	Within 30 days after an appellant or their agent received notice or the action of the official that is the subject of the appeal	N/A	Administrator	BOARD	Pu: 7 M: 7	--
Conditional Use Permit ( <a href="#">Sec. 07.23.2</a> )	Prior to the operation of any land use that is designated as a conditional use or to change a minor nonconforming use to a conforming use.	12 months if not exercised <sup>6</sup>	Administrator	BOARD <sup>181</sup>	M: 7	Nonconforming Uses: <a href="#">Sec. 05.16.1, Uses. Minor Nonconformities: Division 17</a>
Written Interpretation ( <a href="#">Sec. 07.23.3</a> )	N/A	None	Administrator		N/A	--
Variance ( <a href="#">Sec. 07.23.4</a> )	Prior to or concurrent with submittal of a Site Development Plan, Building Permit, or Sign Permit	None	Administrator	BOARD <sup>181</sup>	Pu: 7 M: 7	--
Variance, Floodplain ( <a href="#">Sec. 07.23.5</a> )	Prior to or concurrent with submittal of a Floodplain Development Permit	None	Floodplain Administrator	BOARD <sup>181</sup>	Pu: 7 M: 7	--
Design Waiver ( <a href="#">Sec. 07.23.4</a> )	Prior to or concurrent with submittal of a Site Development Plan or Building Permit which includes requests for waivers or modifications to applicable standards as identified in the District regulations.	1 year	Historic Preservation Officer	BOARD	Po: 7	<a href="#">Sec. 04.08.3, Housing and Building Types, Sec. 04.08.6, Frontage Types, and Sec. 04.08.7, Civic and Open Space Types; and Sec. 04.10.4, Exterior Material Standards</a>
Certificate of Appropriateness (BOARD) ( <a href="#">Sec. 07.23.4</a> )	Prior to the alteration of the exterior appearance or demolition of any existing structure, or construction of a new structure or portions thereof, or installation of signs within the boundaries of a Historic Preservation Overlay District or KRS Chapter 99 Development Plan Area where design guidelines are adopted and where such development is not subject to review per <a href="#">Sec. 07.21.3, Certificate of Appropriateness (Staff)</a> .	1 year	Historic Preservation Officer	BOARD	M: 7 Po: 7	<a href="#">Appendix A, Historic Covington Design Guidelines</a> , and any applicable Ch. 99 Development Plan Area guidelines

**Table 07.20.2-1, Summary of Procedures**

Development Application (Reference)	Submittal Timing	Expiration <sup>1</sup>	Review Responsibilities		Public Notice <sup>2</sup>	Applicable Standards <sup>3</sup>
			Recommendation	Final Action		

**TABLE NOTES:**  
 PC=Planning Commission (County) CC= City Commission, BOARD = Board of Architectural Review and Development, CUP = Conditional Use Permit, COA = Certificate of Appropriateness  
 Pu<sup>#</sup>= Published in newspaper with number indicating how many calendar days prior to hearing  
 Po<sup>#</sup>= Sign posted on property with number indicating how many calendar days prior to hearing  
 M<sup>#</sup>= Mailed notification to adjoining property owners with number indicating how many calendar days prior to hearing  
<sup>1</sup> Measured from the date of the issued approval. Expiration occurs if the applicant does not commence the work prior to the expiration, or does not diligently pursue completion of the project or the subsequent required approval. See [Sec. 07.20.13](#), *Inactive and Expired Applications*.  
<sup>2</sup> For complete notice requirements see [Sec. 07.20.8](#), *Notice*.  
<sup>3</sup> Aside from the standards of the character district for the subject property, as established in [Article 158.02](#), *Character Districts*.  
<sup>4</sup> Not less than 7 days nor more than 21 days before the hearing.  
<sup>5</sup> In accordance with [KRS 100.2111](#) the recommendation of the Planning Commission shall constitute the final decision except as set forth in [Sec. 07.22.4](#), *District Map Amendment*.  
<sup>6</sup> "Exercised" shall have the meaning ascribed to it in [KRS 100.237](#).  
<sup>7</sup> 30 days if the Planning Commission or City Commission proposes the character map amendment.  
<sup>8</sup> This application may be reviewed by the PC as part of a combined application with a character map amendment application.

**C. General Requirements.** This article applies to the use and development of land. Any person proposing a land use or development shall comply with the procedures of this article. The City or County will not issue a permit for any building, structure, construction or use unless it conforms with all provisions of this NDC, and other applicable ordinances.

**D. Review Steps.** Table 07.20.2-2, *Review Steps*, summarizes the procedures, agencies and public bodies involved in the development proposal process. Detailed information about general procedures and applications are further discussed in this article.

**Table 07.20.2-2, Review Steps**

General Review Procedures (Section Reference)	Administrative Applications	Legislative		Quasi-Judicial			
		NDC Text Amendment	All Other	Design Waiver	Written Interpretation	COA, CUP	All Other

Pre-Application Conference ( <a href="#">07.20.3</a> )	--	--	•	--	--	•	--
Applications and Fees ( <a href="#">07.20.4</a> )	•	--	•	•	--	•	•
Completeness ( <a href="#">07.20.5</a> )	•	--	•	•	--	•	•
Staff Review ( <a href="#">07.20.6</a> )	•	•	•	•	•	•	•
Basic Review Criteria ( <a href="#">07.20.7</a> )	•	•	•	•	•	•	•
Notice ( <a href="#">07.20.8</a> )	--	•	•	--	--	•	•
Public Meetings and Hearings ( <a href="#">07.20.9</a> )	--	•	•	--	--	•	•
Continuance and Withdrawal ( <a href="#">07.20.10</a> )	--	--	•	•	--	•	•
Appeals of Legislative and Quasi-Judicial Decisions ( <a href="#">07.20.11</a> )	--	•	•	•	•	•	•
Successive Applications ( <a href="#">07.20.12</a> )	--	--	•	•	--	•	•
Inactive or Expired Applications ( <a href="#">07.20.13</a> )	•	--	•	•	--	•	•
Approval Extension ( <a href="#">07.20.14</a> )	•	--	•	•	--	•	•

KEY:  
 • = General Review Procedure Required; -- = General Review Procedure Not Required; COA = Certificate of Appropriateness; CUP = Conditional Use Permit

(Ord. No. [O-13-21](#), 09/28/2021)



#### Sec. 07.22.4 District Map Amendment

- A. **Generally.** In addition to the applicable required procedures in [Sec. 07.20.2, Summary of Procedures](#), the following shall apply to District Map Amendments.
- B. **Purpose.** The purpose of a District Map Amendment is to change the character district of a property on the official district map from one character district to another.
- C. **Specific Review Criteria.** In determining whether to approve, approve with conditions, or deny a District Map Amendment, the review bodies shall consider the applicable common decision criteria in [Sec. 07.20.7, Basic Review Criteria](#) and the following:
1. **Compatibility.** The range of uses and the character of development that is allowed by the proposed character district will be compatible with the properties in the immediate vicinity of the subject property.
  2. **Property Dimensions.** The subject property has sufficient dimensions to accommodate reasonable development that complies with the requirements of this NDC, including parking and buffering requirements.
  3. **Need.** The pace of development and the amount of vacant land currently mapped and designated for comparable development in the vicinity of the subject property or properties suggests a need for the proposed character district amendment in order to:
    - a. Ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development; or
    - b. Support the transitioning of a surrounding area's character due to the impact of factors such as a change in traffic patterns, civic or institutional uses, adjoining uses, or environmental issues;
  4. **Mitigate Arbitrary Designations.** The amendment, if approved, would be compatible with the surrounding area and would not constitute an unequal or arbitrary distribution of small and limited ownership and use.
- D. **Additional Conditions.** A request for a District Map Amendment may be conditioned upon adherence to an applicant's Development Plan, which may limit the uses on or design of the site. The Development Plan may be processed concurrently with the District Map Amendment request and may be approved, approved with conditions, or denied in accordance with [Sec. 07.22.5, Development Plan Review](#).
- E. **Alternative Review Procedure.**
1. **Recommendation and Final Action.** In accordance with [KRS 100.2111](#), the recommendation of the Planning Commission shall have the effect of final action of a District Map Amendment.
  2. **Protest.** The Planning Commission's recommendation shall not become the final action on a District Map Amendment if, within 21 days after the final action by the Planning Commission:
    - a. Any aggrieved person files a written request with the Planning Commission that the final decision shall be made by the City Commission; or
    - b. The City Commission files a notice with the Planning Commission that the City Commission shall take final action on the request.
  3. **Majority Vote.** It shall take a majority of the entire City Commission to override the recommendation of the Planning Commission
- F. **Minimum Area.** No district map amendment application may be accepted if the proposed amendment would create a free-standing zone that does not meet the following minimum area standards of [Table 07.22.4-1, Minimum Area Standard per Character District](#).

Table 07.22.4, Minimum Area Standard per Character District		
District Name	Designation	Minimum Area
Primary Districts		
<b>Residential</b>		
Rural Residential	RR	10 acres
Suburban Residential	SR	5 acres
Semi-Urban	SU	10,000 sq. ft.
<b>Commercial and Office</b>		
Auto-Urban Commercial	AUC	10,000 sq.ft.

**Table 07.22.4, Minimum Area Standard per Character District**

District Name	Designation	Minimum Area
Suburban Office	SO	1 acre
<b>Mixed-Use</b>		
Central Riverfront Mixed-Use	CRM	37 acres
Traditional Urban Residential	TUR	20,000 sq. ft.
Traditional Urban Mixed-Use <sup>2</sup>	TUMU	10,000 sq.ft.
Commercial Mixed-Use	CMU	10,000 sq.ft.
Urban Mixed-Use	UMU	10,000 sq.ft.
Downtown Core	DTC	10,000 sq.ft.
Downtown Riverfront	DTR	10,000 sq.ft.
<b>Industrial</b>		
Suburban Industrial	SI	1 acre
Limited Industrial	LI	1 acre
General Industrial	GI	1 acre
<b>Special Purpose</b>		
Resource Protection	RP	1 acre
Recreation	REC	1 acre
<b>Secondary Districts (Overlays)</b>		
Historic Preservation	HP	No minimum
Hillside Stability	HS	No minimum

**F. Notice to PDS.** Pursuant to [KRS 147.705](#), the City Commission shall, within 60 days after adoption of any character district ordinance or district map amendment, furnish a copy of the adopted amendment to Planning and Development Services of Kenton County.

**G. Changes/Amendments to Development Plans.**

*1. Minor Changes.*

- a. If the submittal of detailed engineering data was waived by the Administrator in the initial submission of the development plan, then such data shall be submitted for review in accordance with the building permit procedures of [Sec. 07.21.2, Building Permit](#), before a permit may be issued for construction.
- b. The Administrator, in reviewing the Stage I development plan, may authorize minor changes from the approved development plan, provided that the adjustments do not significantly affect the spatial relationship of structures, significantly change land uses, increase overall density, significantly alter circulation patterns (vehicular and pedestrian), decrease the amount or usability of open space or recreation areas, or permit activities that do not comply with this NDC.

2. *Amendments.* Any amendments to approved Stage I development plans, except for those minor adjustments which are permitted by the Administrator as noted in Paragraph 1.b above, shall be resubmitted as new character district map applications.

**H. Concurrent Processing of Variances and Conditional Use Permits:**

1. ~~In accordance with [KRS 100.203](#), an applicant, at the time of filing an application for a district map amendment, may elect to:~~
  - a. ~~Have any necessary variances or conditional use permits for the subject property be heard and finally decided by the Planning Commission at the public hearing on the proposed district map amendment, or~~
  - b. ~~Have any necessary conditional use permits or variances for the subject property be heard and finally decided by the Board of Architectural Review and Development (BOARD) in accordance with [Sec. 07.23.2, Conditional Use Permit](#), and [Sec. 07.23.4, Variance](#).~~
2. ~~A district map amendment application that includes proposed variances or conditional use permits shall be accompanied by a master development plan, in accordance with the applicable requirements of [Sec. 07.22.2, Master Plan Development](#).~~
3. ~~In acting on variances and conditional use permits processed concurrently with district map amendments, the Planning Commission is granted all the powers and duties otherwise exercised by the Board of Architectural Review and Development, pursuant to [KRS 100.231, 100.233, 100.241, 100.243, 100.247, and 100.251](#).~~
4. ~~Any judicial proceedings to appeal the Planning Commission's actions in granting or denying any variance or conditional use permit shall be taken pursuant to [KRS 100.347\(2\)](#).~~

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

Caucus Meeting Date	12/12/2023
Legislative Meeting Date	12/19/2023
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Police	Col. Brian R. Valenti	Cindy Lewis

Specific Nature of Request
Police Officer Applicant Matthew Hugenberg is seeking approval for hire as a Covington Police Officer. His start date would be December 31, 2023.

Description of Request Including Background Information if Relevant
Matthew Hugenberg retired from the Covington Police Department as a Patrol Officer Grade VI, effective November 1, 2023. He has 29 years of police experience. In accordance with KRS 95.022, he can serve for a term not to exceed one (1) year. The one (1) year employment term may be renewed annually at the discretion of the City. Under the working agreement he would be hired in as a Patrol Officer Grade VI. He has passed screening according to all applicable local and state standards. His resume is attached.
Including this hire, we will be staffed at 111 of 114 officers authorized.

Company/Entity (if multiple, list all)

Value/Cost

Funding Source Including Account No.

Payment Terms

Copy of Contract Attached?	
----------------------------	--

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

### SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/6/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/6/23
3. CITY MANAGER	DATE
	12/6/23

<b>ADDITIONAL AIR FORM SUBMISSION INFORMATION:</b> <b>Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.</b>  For an Order <b>authorizing an expenditure or obligation of funds</b> , you MUST complete the following: <b>Value/Cost</b> - The total amount of the expenditure or obligation <b>Funding Source</b> - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted" <b>Payment Terms</b> - The payment terms If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued."  For an Order <b>approving a contract</b> , you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits. Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.  For the approval of a <b>new or amended Ordinance</b> , you MUST attach a full and complete copy of the property formatted Ordinance. The Legal Department is available to help with ordinance drafting and review.  For an Order <b>appointing a new employee</b> , you MUST attach a copy of the resume. For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets. If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.  This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)
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## **CONTRACT PEACE OFFICER AGREEMENT**

This Contract Peace Officer Agreement (hereinafter referred to as "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Covington** (hereinafter referred to as "City"), a municipal corporation of the home rule class, having a principal address of 20 West Pike Street, Covington, Kentucky, 41011, and **Mathew Hugenberg** (hereinafter referred to as "Contract Officer"), having an address of [REDACTED]

**WHEREAS**, the City desires to retain the professional services of a Contract Officer, specifically for work as a Certified Peace Officer as defined and determined by the Kentucky Law Enforcement Council (KLEC); and

**WHEREAS**, the Contract Officer is a retired peace officer who is eligible to be hired by the City pursuant to the provisions of KRS 95.022;

**NOW, THEREFORE**, the parties do herein agree as follows:

### **1. ACKNOWLEDGEMENTS**

- 1.1. Contract Officer acknowledges that he/she has read and is familiar with the provisions of KRS 95.022 relating to contract employment by cities of police officers who have retired under the Kentucky Retirement System, County Employees Retirement System, or the State Police Retirement System, and who wish to provide services to the City of Covington pursuant to said statute.
- 1.2. Contract Officer acknowledges that he/she retired under the Kentucky Retirement System, County Employees Retirement System, or State Police Retirement System.
- 1.3. Contract Officer acknowledges that he/she participated in the Law Enforcement Foundation Program fund under KRS 15.410 to 15.510, or retired as a commissioned officer pursuant to K.RS Chapter 16.
- 1.4. Contract Officer acknowledges that he/she retired with at least twenty (20) years of service credit.
- 1.5. Contract Officer acknowledges that he/she has been separated from service for the period required by KRS 61.637 so that his/her retirement is not voided.
- 1.6. Contract Officer acknowledges that he/she retired with no administrative charges pending.
- 1.7. Contract Officer and the City acknowledge that the Officer retired with no pre-existing agreement between him/her and the City prior to his/her retirement to return to work for the City.
- 1.8. This Agreement shall be effective beginning on: **October 15, 2023**.
- 1.9. The City agrees to retain the Contract Officer, and the Contract Officer agrees to provide services to the City, for a period up to and ending: **October 14, 2024**.
- 1.10. This Agreement shall thereafter be renewable annually for a one (1) year term at



the discretion of the City, and upon approval of the Kentucky Retirement System and other state agencies as may be required under the program. A decision not to renew this Agreement term shall not be considered a disciplinary action or deprivation subject to due process.

- 1.11. The Contract Officer will provide services as a Police Officer according to the Covington Police Department Policies and Procedures Manual as it may apply, the general City of Covington Employee Handbook, and all applicable employment policies of the City. The Contract Officer's job description is attached to this Agreement as "Exhibit A", and is incorporated herein in full by reference.
- 1.12. The Contract Employee shall receive compensation at the rate for the position of Patrol Officer Grade VI, as established in the current Collective Bargaining Agreement between Fraternal Order of Police Covington Lodge No. 1 and the City.
- 1.13. The Contract Employee acknowledges that retirement caused a break in service, resetting the anniversary date and eligibility for longevity pay pursuant to Article 23 of the Working Agreement by and between the City of Covington and Fraternal Order of Police Covington Lodge No. 1. Therefore, the compensation rate listed above shall not contain longevity pay until the Contract Employee has completed three years of continuous service based on the rehiring anniversary date.
- 1.14. The Contract Officer shall be contracted based upon need as determined by the City.
- 1.15. The Contract Officer is being contracted with pursuant to KRS 95.022, and therefore shall not be eligible to receive health insurance coverage through the City. The Contract Officer shall continue to receive all retirement and health insurance benefits to which he/she was entitled upon retiring in the applicable system administered by Kentucky Retirement Systems.
- 1.16. The City shall not pay any employer contributions or retiree health expense reimbursements to the Kentucky Retirement Systems, nor pay any insurance contributions to the state health insurance plan.
- 1.17. The City may, at its option, provide other benefits to the Officer by allowing him/her to participate in such plans. The following plans have been approved for participation by the Contract Officer during the term of this Agreement: In lieu of providing retirement contributions and health care to the Contract Officer, the City agrees to pay the Contract Officer an additional **\$14,999.92** annually over and above the rate of pay of a Grade VI Officer stipulated in the Working Agreement by and between the City of Covington and Fraternal Order of Police Covington Lodge No. 1. This amount shall be paid in equal installments of \$576.92 on the Contract Officer's regular bi-weekly paycheck.
- 1.18. This Agreement may be terminated by either party on the following terms: The Contract Officer may terminate this Agreement by giving fourteen (14) days' written notice of termination to the City. The City may terminate this Agreement at any time by giving immediate written notice of termination to the Contract Officer. Termination pursuant to this section shall not prejudice any other remedy that either party may have either at law or in equity.
- 1.19. If this Agreement is terminated prior to the completion of the term of the

Agreement, the City will *only* pay benefits, including but not limited to any accrued leave time if the Contract Officer was permitted to participate in said benefit program, to the Contract Officer to the extent allowed under the City's general Personnel Policies which apply to an employed Police Officer of the City. Further, the parties herein agree that no prorated payment of compensation shall be made for any services not completed, or for remainder of a term which may be unexpired under this Agreement.

- 1.20. The Parties agree that the Contract Officer shall in no event be entitled to any rights of continuation of services beyond the term of this Agreement. The Contract Officer shall have no expectations of employment after the term of the Agreement. The Agreement may not be extended by any person without the written consent of the City.
- 1.21. Any notices to be given under this Agreement by either party to the other may be done by personal delivery in writing or by first class U.S. mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) business days after mailing.
- 1.22. This Agreement supersedes all other oral and written agreements between the parties with respect to this Agreement, and this Agreement contains all of the covenants and agreements between the parties with respect to this subject matter.
- 1.23. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any litigation regarding this Agreement shall take place in the courts of Kenton County, Kentucky.
- 1.24. Neither this Agreement nor any duties or obligations hereunder shall be assigned by the Contract Officer.
- 1.25. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.
- 1.26. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any aspect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and all remaining provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

[Signature page follows.]

**IN WITNESS WHEREOF**, the **CITY** and the **CONTRACT OFFICEER** have executed this Agreement as of the date indicated below.

**CITY OF COVINGTON, KENTUCKY**

\_\_\_\_\_  
Joseph Meyer, Mayor

Date executed: \_\_\_\_\_

Authorized by:  
Commissioners' Order No. \_\_\_\_\_

**JACOB L. NOE ("CONTRACT OFFICER")**

Signature: \_\_\_\_\_

Print Name: Mathew Hugenberg

## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

## 2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

May 5 &amp; 26

June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

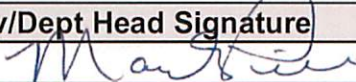
Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/2023
Legislative Meeting Date	12/19/2023
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Fire		Mark Pierce, Chief

## Specific Nature of Request

ORDER PROMOTING ASSISTANT CHIEF COREY DEYE TO THE RANK OF DEPUTY CHIEF OF THE FIRE DEPARTMENT

## Description of Request Including Background Information if Relevant

With the retirement of Deputy Chief Bloemer I am recommending to the City Manager, the Mayor and City Commission Assistant Chief Deye be promoted to Deputy Chief. Chief Deye meets the qualifications, the job description and the ability to fulfill this position. This also continues moving forward with our succession plan in filling vacancies. This promotion would take affect January 1, 2024.

## Company/Entity (if multiple, list all)

N/A

Value/Cost Budgeted - Yes: ☐ No: ☒

N/A

## Funding Source (Fund Name &amp; Account No.)

N/A

## Payment Terms

N/A

## Contract/Backup Docs Attached?

Grant Funds Used - Yes: ☐ No: ☒  
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE

DATE

2. FINANCE DEPARTMENT REPRESENTATIVE

DATE

3. CITY MANAGER

DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

For an Order **authorizing an expenditure or obligation of funds**, you MUST complete the following:**Value/Cost** - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.**Funding Source** - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"**Payment Terms** - The payment terms

If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued."

For an Order **approving a contract**, you MUST attach a full, complete, unsigned copy of the contract, including ALL attachments and exhibits.

Contract draft and review requests must be submitted to the Legal Department at least one week prior to the AIR submission due date.

For the approval of a **new or amended Ordinance or Resolution**, you MUST attach a full and complete copy of the property formatted Ordinance or Resolution. The Legal Department is available to help with ordinance and resolution drafting and review.

For an Order appointing a new employee, you MUST attach a copy of the resume.

For privacy, the resume will be provided directly to the BOC instead of being published in the meeting packets.

If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.

This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)



## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

## 2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

May 5 &amp; 26

June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22


Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/23
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Fire Department		Chief Mark Pierce

## Specific Nature of Request

ORDER AUTHORIZING THE PROMOTION OF LT. JAMES ADAMS TO THE RANK OF ASSISTANT CHIEF EFFECTIVE JANUARY 1, 2024.

## Description of Request Including Background Information if Relevant

With the promotion of Assistant Chief Deye to Deputy Chief, a vacancy was created in the rank of Assistant Chief. After an interview process consisting of pre-interview work and an oral interview in front of a panel of internal and external peers, Lt. Adams was selected as the best candidate for the vacancy. We are recommending him to the Mayor and City Commission for promotion.

Company/Entity (if multiple, list all)

Value/Cost	Budgeted - Yes: <input type="radio"/> No: <input checked="" type="radio"/>




Funding Source (Fund Name & Account No.)

Payment Terms

Contract/Backup Docs Attached?	
--------------------------------	--

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

	12/4/23
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/11/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/6/23
3. CITY MANAGER	DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

For an Order **authorizing an expenditure or obligation of funds**, you MUST complete the following:

**Value/Cost** - The total amount of the expenditure or obligation. Indicate whether or not this has been budgeted.

**Funding Source** - Source fund(s) including G/L account number(s) and amounts; if NOT budgeted type "not budgeted"

**Payment Terms** - The payment terms

If you do not have room to enter all required information, provide it in the Description of Request box with the designator "Funds Continued."

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For an Order appointing a new employee, you MUST attach a copy of the resume.

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If the prospective employee is related to any current city employee, then you MUST prominently disclose this fact.

This information can be found under Rule 9 in the Board of Commissioners Rules of Procedure. (O-04-21)



## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

## 2023 AIR Submission Deadlines

Dec 22

Jan 6 &amp; 27

Feb 10 &amp; 24

Mar 10 &amp; 24

Apr 7 &amp; 21

May 5 &amp; 26

June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

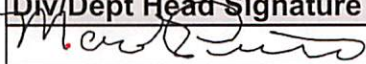
Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/23
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/>

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Fire Department		Chief, Mark Pierce

## Specific Nature of Request

ORDER AUTHORIZING THE PROMOTION OF CAPTAIN JOSEPH VANCE TO ASSISTANT CHIEF EFFECTIVE JANUARY 1, 2024.

## Description of Request Including Background Information if Relevant

After the retirement of Assistant Chief Greg Salmons a vacancy was created in the rank of Assistant Chief. After an interview process consisting of pre-interview work and an oral interview in front of a panel of internal and external peers. Captain Joe Vance was selected to fill the vacancy. We are recommending him to the Mayor and City Commission for promotion.

Company/Entity (if multiple, list all)

Value/Cost	Budgeted - Yes: <input type="radio"/> No: <input checked="" type="radio"/>

Funding Source (Fund Name & Account No.)

Payment Terms

Contract/Backup Docs Attached?	
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Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

	12/4/23
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/6/23
3. CITY MANAGER	DATE

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## CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

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June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date	12/12/23
Legislative Meeting Date	12/19/23

Order ☒ Ordinance ☐ Resolution ☐ Presentation ☐

Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Fire Department		Chief Mark Pierce

## Specific Nature of Request

ORDER AUTHORIZING THE PROMOTIONS OF LIEUTENANT/PARAMEDIC JOSH CAMPBELL TO CAPTAIN/PARAMEDIC, FIREFIGHTER/PARAMEDIC BRIAN MOELLINGER TO LIEUTENANT/PARAMEDIC, ENGINEER BENJAMIN ERDMAND TO LIEUTENANT, FIREFIGHTER/PARAMEDIC PHILLIP KRALLMAN TO ENGINEER/PARAMEDIC EFFECTIVE JANUARY 1, 2024

## Description of Request Including Background Information if Relevant

With the promotions to Assistant Chief, vacancies have occurred in multiple ranks. We are recommending to the Mayor and City Commission the following promotions. Lieutenant/Paramedic Josh Campbell to Captain/Paramedic, Firefighter/Paramedic Brian Moellinger to Lieutenant/Paramedic, Engineer Benjamin Erdman to Lieutenant, and Firefighter/Paramedic Phillip Krallman to Engineer/Paramedic. All candidates scored at the top of the promotional eligibility list that takes effect January 1, 2024 and meet all qualifications for the promotion.

## Company/Entity (if multiple, list all)

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Value/Cost Budgeted - Yes: ☐ No: ☒

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## Funding Source (Fund Name &amp; Account No.)

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## Payment Terms

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## Contract/Backup Docs Attached?


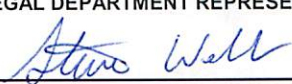

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Grant Funds Used - Yes: ☐ No: ☒

(list all grant fund types and the associated grant #, or check no)

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## SIGNING ORDER

	12/14/23
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/14/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/16/23
3. CITY MANAGER	DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

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## CITY OF COVINGTON

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June 9 &amp; 30

July 21

Aug 4 &amp; 25

Sept 8 &amp; 22

Oct 6

Nov 3 &amp; 17

Dec 1

Caucus Meeting Date December 12, 2023

Legislative Meeting Date December 19, 2023

Order ☐ Ordinance ☐ Resolution ☒ Presentation ☐Will there be any guests attending the Caucus Meeting? Yes: ☐ No: ☒Division/Department  
Neighborhood ServicesDiv/Dept Head Signature  
*Brandon Holmes*Responsible Staff Person  
Brandon Holmes

## Specific Nature of Request

This is a request for a resolution supporting the consolidation of KY-133 Covington Housing Authority and KY 002 Housing Authority of Covington.

## Description of Request Including Background Information if Relevant

This is a request for a resolution that will lead the way to the creation of a single, unified housing authority for Covington. The Housing Authority of Covington currently manages public housing in Covington. The City of Covington currently manages KY-133 which is also referred to as City of Covington Housing Choice Voucher Program (HCV). There are numerous benefits of the proposed consolidation as outlined in the draft resolution that has been provided as backup documentation. Perhaps the most significant benefit is the creation of a single housing authority entity that will serve as a one stop shop for public housing and housing choice vouchers. Considerable operational efficiencies will be gained and there will be the opportunity to secure additional housing resources for our community by operating under the single entity housing authority model, similar to the manner a majority of communities in the United States operate.

Company/Entity (if multiple, list all)  
KY 133 aka City of Covington HCV ProgramValue/Cost Budgeted - Yes: ☐ No: ☒

Funding Source (Fund Name &amp; Account No.)

Payment Terms

Contract/Backup Docs Attached? Yes

Grant Funds Used - Yes: ☒ No: ☐  
(list all grant fund types and the associated grant #, or check no)

## SIGNING ORDER

*Muhammad E. Muhammad* 12/4/23  
1. LEGAL DEPARTMENT REPRESENTATIVE DATE

*Steve Wall* 12/14/23  
2. FINANCE DEPARTMENT REPRESENTATIVE DATE

*[Signature]* 12/16/23  
3. CITY MANAGER DATE

## ADDITIONAL AIR FORM SUBMISSION INFORMATION:

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

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## **COMMISSIONERS' RESOLUTION NO. R-xx-23**

**A RESOLUTION APPROVING THE CONSOLIDATION OF KY 133 COVINGTON HOUSING AUTHORITY AND KY 002 HOUSING AUTHORITY OF COVINGTON.**

\* \* \* \*

WHEREAS, the Housing Authority of Covington (KY002) manages development sites in the City of Covington: Latonia Terrace, City Heights, Golden Tower, and various scattered sites, and has a role in several mixed finance development sites which may include a public housing component (Rivers Edge at Eastside Pointe, Emery Drive, Academy Flats, Eastside Revitalization, New Site Properties); and

WHEREAS, the City of Covington manages the Housing Choice Voucher Program (known by HUD as KY 133 Covington Housing Authority); and

WHEREAS, both the Housing Authority of Covington and the City of Covington's Housing Development Department are classified as PHA's by and pursuant to federal statute and regulations; and

WHEREAS, the majority of HUD-sponsored housing agencies across the U.S. administer both public housing and housing choice voucher (HCV) programs, operating as single entities with a common Board of Commissioners; and

WHEREAS, the Housing Authority of Covington and the City of Covington Housing Authority have operated under a Consortium Agreement as authorized by 24 CFR 943 since December 1, 2006; and

WHEREAS, as the lead agency HAC, on behalf of the Consortium, has been responsible for the preparation and submission of the HAC and HCV Five Year and Annual Consolidated Plans; and

WHEREAS, with approval from HUD HAC has 366 public housing units in disposition status because of the pending closure of the City Heights public housing project; and

WHEREAS, the benefits of consolidating the programs and functions of these two public housing agencies, include:

1. Unified oversight of two federally-subsidized housing programs resulting in increased coordination of services and operating efficiencies.
2. A One Stop Shop of housing opportunities for applicants and tenants with a cohesive customer service plan.

3. Reductions in administrative overhead to more align with reductions in federal funding for housing programs.
4. The merger of financial operations and the elimination of duplication of duties and responsibilities.
5. Eligibility for additional HUD funding and operational opportunities through such programs as the HUD/Choice Neighborhoods Planning Grant.
6. The potential to leverage additional public and private resources to renovate dilapidated housing and/or enter into partnerships for new affordable housing development.
7. Laying the foundation for the conversion of existing public housing units to long-term project-based voucher assistance projects under the Rental Assistance Demonstration (RAD) program; and

WHEREAS, the City of Covington and The Housing Authority of Covington both acknowledge that as a result of the consolidation of the two public housing agencies both of the HUD designated PHAs' names, Consolidated Annual Contributions Contracts (CACCs) and identifying numbers will be permanently terminated and replaced with a new HUD designated PHA name, identifying number and CACC encompassing all of KY-133 and KY 002; and

WHEREAS, the City of Covington wishes to assign all obligations, assets and liabilities of KY-133 to the Housing Authority of Covington, as the agency operating the HUD consolidated PHA for its continued operations;

WHEREAS, the Housing Authority of Covington, as the agency operating the HUD consolidated PHA agrees to continue to administer the programs administered under KY-133 and assume the obligations, assets and liabilities of KY-133, in accordance with all legal requirements and HUD Notice PIH 2018-12;

WHEREAS, pending approval of HUD, the effective date of the consolidation will be July 1, 2024.

NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COVINGTON, KENTON COUNTY, KENTUCKY:

### Section 1

The Board of Commissioners does hereby approve the consolidation of the HCV program (KY 133 Covington Housing Authority) and the Housing Authority of Covington, (KY 002) effective July 1, 2024.

Section 2

The Board of Commissioners hereby authorizes the Mayor to execute all necessary documents to effectuate the consolidation of KY 133 Covington Housing Authority and KY 002 Housing Authority of Covington.

Section 3

This resolution shall take effect and be in full force when passed and recorded according to law.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Passed: \_\_\_\_\_



# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2023 AIR Submission Deadlines

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Jan 6 & 27

Feb 10 & 24

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Caucus Meeting Date	12/12/2023
Legislative Meeting Date	12/19/2023
Order <input type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input checked="" type="checkbox"/>

Division/Department	Div/Dept Head Signature	Responsible Staff Person
Neighborhood Services	Brandon Holmes	Benjamin Oldiges

Specific Nature of Request
Parks and Recreation will be presenting the "Outstanding Department - Award" that it recieved on 11/15/2023, to the Board of Commissioners.

Description of Request Including Background Information if Relevant
On 11/15/2023 Covington Parks and Recreation was recognized by KRPS (Kentucky Recreation and Parks Society) as the "Outstanding - Class 1 Department of the Year". This award was voted on by an organization consisting of hundreds of KY Parks and Recreation Departments/Divisions, and was awarded based on inovative contributions to the field, professional service and management.
This brief presentation will consist of the presentation of the commemorative award plaque to the Covington Board of Commisisoners.

Company/Entity (if multiple, list all)
Covington Parks and Recreation


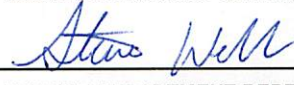

Value/Cost	Budgeted - Yes: <input type="radio"/> No: <input type="radio"/>
N/A	

Funding Source Including Account No.
N/A

Payment Terms
N/A

Contract/Backup Docs Attached?

Grant Funds Used - Yes: <input type="radio"/> No: <input checked="" type="radio"/>
(list all grant fund types and the associated grant #, or check no)

<b>SIGNING ORDER</b>	
1. LEGAL DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
2. FINANCE DEPARTMENT REPRESENTATIVE	DATE
	12/4/23
3. CITY MANAGER	DATE
	12/4/23

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**Mayor's Recommendations for Board Appointments**

**To Be Listed on Caucus Agenda 12/12/2023**

1. Housing Authority of Covington

**Housing Authority of Covington**

Term: **3 YEARS Begins 12/20/2023 – Ends 12/19/2026**

➤ **Appoint – Velma Golsby**

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